

The Gazette of India



PUBLISHED BY AUTHORITY

No. 13] NEW DELHI, SATURDAY, MARCH 31, 1951

NOTICE

The undermentioned Gazettes of India Extraordinary were published during the week ending the 28th March 1951 :—

Issue No.	No. and Date	Issued by	Subject
41	S. R. O. 379 to 389, dated the 19th March 1951.	Ministry of Commerce and Industry.	Restrictions on the sale purchase, deliver, transport, etc., of cotton and kapas.
	S. R. O. 390 and 391, dated the 9th March 1951.	Ditto	Amendments in S. R. O. 201 & 202, dated 9th February 1951 respectively.
42	S. R. O. 415, dated 20th March 1951.	Ditto.	The Central Tea Board By-laws, 1951.
43	S. R. O. 416, dated 21st March 1951.	Ditto.	Maximum price of Caustic Soda.
44	S. R. O. 417, dated 24th March 1951.	Ministry of Food and Agriculture	Amendment in the Gur Control Order 1950.
45	S. R. O. 418, dated 24th March 1951.	Ministry of Commerce and Industry.	Amendment in the Cotton Textiles (Control) Order, 1948.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF LAW

New Delhi, the 19th March 1951

S.R.O. 419.—In exercise of the powers conferred by clause (1) of article 299 of the Constitution, the President hereby directs that the following further amendments shall be made in the notification of the Government of India in the Ministry of Law No. F.35-I/50-L, dated the 26th January 1950, relating to the execution of contracts and assurances of property, namely:—

1. In Part IV of the said notification, under head E—

(i) In item 2, after the words "all Directors," the words "the Principal, Civil Aviation Training Centre, Allahabad," shall be inserted.

(ii) In item 3, for the words "Civil Aviation Training Centres, Saharanpur and Allahabad" the following words shall be substituted, namely—
"Civil Aviation Training Centre, Allahabad."

2. In Part V of the said notification:—

(i) In item 1 under Head E, for the words "by any Commissioned Officer" the words "by any Commissioned or Gazetted Officer" shall be substituted.

(ii) For item 3 under Head J, the following item shall be substituted, namely:—

"3. All contracts relating to purchase, supply and conveyance or carriage of miscellaneous Naval Stores, materials, provisions, machinery, medical comforts, coal, sailmaking, auction, sale business, sawing of timber, sewing of uniform clothing and initial alteration thereto, removal of coal ashes and garbage from Indian ships, scraping and cleaning of boilers of Indian ships, scraping, chipping and painting of underwater fittings of Indian ships, bunkering and removing coal, removing and disposing of coal dust by sale or otherwise, washing, repairing and restuffing troop bedding, cleaning and painting troop decks, stevedorage, hire of motor vehicles, deck covering of Indian ships, supply and repair of furniture and execution of all electrical, mechanical and building works in the I.N. Dockyard, Bombay, cobbler contracts and washing of sick bay linen, etc., by the Commander-in-Chief, Indian Navy, of the Commodore-in-Charge, Bombay, or the Commodore-in-Charge, Cochin, or the Captain Superintendent of the Dockyard, or the Naval Officer-in-Charge, Vizagapatam and in cases where the Sea Transport Service is concerned, by the Commander-in-Chief, Indian Navy, in his capacity as Director, Indian Sea Transport Service, for Sea Transport Service (Indian) or his Deputy in this capacity, or by the Sea Transport Officers at Calcutta and Madras."

[No. F.35-I/51-L.]

SHRI GOPAL SINGH, Dy. Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 19th March 1951

S.R.O. 420.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President hereby entrusts to the Government of Rajasthan, with its consent, the functions of the Central Government under rule 4 of the Indian Passport Rules, 1950, subject to the following conditions, namely:—

- (1) that the power so entrusted shall be used only to exempt individual persons from the operation of rule 3 of the said Rules;
- (2) that in granting exemptions, the State Government shall comply with such general or special orders as may be issued by the Central Government; and
- (3) that the power entrusted shall also be exercisable by the Central Government should it deem fit to do so in any case.

[No. 4/8/49(2)-F.I.]

S.R.O. 421.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President hereby entrusts to the Government of Rajasthan, with its consent, the functions of the Central Government under Section 5 of the Indian Passport Act, 1920 (XXXIV of 1920), and rule 2 of the Indian Passport Rules, 1950.

[No. 4/8/49(1)-F.I.]

FATEH SINGH, Dy. Secy.

New Delhi, the 21st March 1951

S.R.O. 422.—In exercise of the powers conferred by section 2 of the Part C States (Laws) Act, 1950 (XXX of 1950), the Central Government hereby extends to the State of Delhi the enactments specified in the first column of the Schedule.

hereto annexed with the modifications specified in the corresponding entry in the second column of the said Schedule.

THE SCHEDULE

Name of Act 1	Modifications 2
1. The Court Fees (East Punjab Amendment) Act, 1949 (East Punjab Act XXVI of 1949).	<p>1. (1) For sub-sections (2) and (3) of section 1, the following sub-section shall be substituted:— “(2) It shall come into force on the 1st day of April 1951.”</p> <p>2. In section 2 for the words ‘the East Punjab’ the word ‘Delhi’ shall be substituted.</p> <p>3. In section 3, for the words “and as subsequently amended”, the words “as extended to the State of Delhi” shall be substituted.</p> <p>4. In Schedule II—</p> <p>(a) in the entry against item No. 1 “Application or Petition”, for the words “Municipal Commissioner”, the words “Municipality or other local authority” shall be substituted.</p> <p>(b) in item 22 for the words “the Punjab customary law” the words “any customary law in force in the State of Delhi” shall be substituted;</p> <p>(c) for item 23 the following item shall be substituted, namely:— “23. Application or Memorandum of Appeal under the Delhi and Ajmer-Merwara Rent Control Act, 1947=five rupees”.</p>
2. The Indian Stamp (East Punjab Amendment) Act, 1949 (East Punjab Act, XXVII of 1949).	<p>1. For sub-sections (2) and (3) of section 1, the following sub-section shall be substituted, namely:— “(2) It shall come into force on the 1st day of April 1951.”</p> <p>2. In section 2, for the words, “and as subsequently amended” the words “as extended to the State of Delhi” shall be substituted.</p>
2. The text of the said Acts as modified is published as an annexure to the notification.	

ANEXURE

EAST PUNJAB ACT No. XXVI of 1949

An Act to amend the Court-Fees Act, 1870, in its application to the East Punjab.
 Preamble

WHEREAS it is expedient further to amend the Court-Fees Act, 1870, in its application to the East Punjab, in the manner hereinafter appearing;

It is hereby enacted as follows:—

1. *Short title, extent and commencement.*—(1) This Act shall be called the Court-Fees (East Punjab Amendment) Act, 1949.

(2) It shall come into force on the 1st day of April, 1951.

2. *Application of Act.*—The Court-Fees Act, 1870, shall be amended, in its application to the East Punjab, in the manner hereinafter provided.

3. *Amendment of Section 7.*—In section 7 of the Court-Fees Act, 1870, as amended by Court-Fees (Punjab Amendment) Act, 1923, as extended to the State of Delhi (hereinafter referred to as the "said Act")—

(1) Existing clause (ii) shall be numbered as sub-clause (a) thereof and to the clause so re-numbered, the following shall be added, namely:—

"(b) In suits for reduction or entrancement of maintenance and annuities or other sums payable periodically; according to the value of the subject-matter of the suit and such value shall be deemed to be ten times the amount sought to be reduced or enhanced for one year."

(2) In clause (iv), after the word "sought" at the end, the following shall be added, namely:—

"Provided that the minimum court-fee in each case shall be ten rupees."

(3) In clause (ix) after the words "property mortgaged", the words "according to half the principal money expressed to be secured by the instrument of mortgage" shall be inserted.

4. *Amendment of Section 11.*—In section 11 of the said Act for the word "executed", the words "drawn up" shall be substituted.

5. *Amendment of Schedules I and II.*—In Schedules I and II of the said Act, the column "proper fee" shall be deemed to be amended corresponding to the entries hereunder specified and in Schedule II of the said Act, after entry 22 the new entry 23 as shown hereunder and the proper fee in respect thereof shall be deemed to be added.

SCHEDULE I

Ad valorem Fees

Number	Proper Fee
1. Plaintiff, written statement, pleading, set off or counter-claim or memorandum of appeal not otherwise provided for in this Act or of cross-objection presented to any Civil or Revenue Court except those mentioned in Section 3.	When the amount or value of the subject matter in dispute does not exceed five rupees. Six annas.
	When such amount or value exceeds five rupees, for every five rupees, or part thereof in excess of five rupees, up to one hundred rupees. Six annas.
	When such amount or value exceeds one hundred rupees, but does not exceed five rupees, for every ten rupees or part thereof, in excess of one hundred rupees up to five hundred rupees. Twelve annas.
	When such amount or value exceeds five hundred rupees, for every ten rupees or part thereof, up to one thousand rupees. One rupee two annas.
	When such amount or value exceeds one thousand rupees, for every one hundred rupees, or part thereof, in excess of one thousand rupees, up to five thousand rupees. Nine rupees six annas.
	When such amount or value exceeds five thousand rupees, for every two hundred and fifty rupees, or part thereof, in excess of five thousand rupees, up to ten thousand rupees. Eighteen rupees twelve annas.

Number

Proper Fee

	When such amount or value exceeds ten thousand rupees, for every five hundred rupees, or part thereof, in excess of ten thousand rupees, up to twenty thousand rupees.	Twenty-eight rupees two annas.
	When such amount or value exceeds twenty thousand rupees, for every one thousand rupees, or part thereof, in excess of twenty thousand rupees, up to thirty thousand rupees.	Thirty-seven rupees eight annas.
	When such amount or value exceeds thirty thousand rupees, for every two thousand rupees, or part thereof, in excess of thirty thousand rupees, up to fifty thousand rupees.	Thirty seven rupees ; eight annas.
	When such amount or value exceed fifty thousand rupees, for every five thousand rupees, or part thereof, in excess of fifty thousand rupees.	Thirty-seven rupees eight annas.
6. Copy of translation of judgment or order not being or having the force of a decree.	When such judgment or order is passed by any Civil Court other than a High Court, or by the Presiding Officer of any Revenue Court office, or by any other Judicial Executive Authority.	One rupee.
	When such judgment or order is passed by a High Court.	Two rupees.
7. Copy of a decree or order having the force of a decree.	When such decree or order is made by any Civil Court other than a High Court or by any Revenue Court.	Two rupees.
	When such decree or order is made by a High Court.	Four rupees.
8. Copy of any document liable to stamp-duty under the Indian Stamp Act, 1899, when left by any party to a suit or proceeding in place of the original withdrawn, provided such copy is not subject to any duty under the Indian Stamp Act, 1899.	(a) When the stamp duty chargeable on the original does not exceed twelve annas. (b) In any other case	The amount of the duty chargeable on the original. Twelve annas.

Table of rates of Ad Valorem fees leviable on the institution of suits

When the amount or value of the subject-matter exceeds rupees	But does not exceed rupees	Proper fee
1	2	3
Rs.	Rs.	Rs. A P
..	5	0 0 0
5	10	0 12 0
10	15	1 2 0
15	20	1 8 0

When the amount or value of the subject-matter exceeds rupees	But does not exceed rupees	Proper fee
1	2	3
Rs.	Rs.	Rs. A. P
20	25	1 14 0
25	30	2 4 0
30	35	2 10 0
35	40	3 0 0
40	45	3 6 0
45	50	3 12 0
50	55	4 2 0
55	60	4 8 0
60	65	4 14 0
65	70	5 4 0
70	75	5 10 0
75	80	6 0 0
80	85	6 6 0
85	90	6 12 0
90	95	7 2 0
95	100	7 8 0
100	110	8 4 0
110	120	9 0 0
120	130	9 12 0
130	140	10 8 0
140	150	11 4 0
150	160	12 0 0
160	170	12 12 0
170	180	13 8 0
180	190	14 4 0
190	200	15 0 0
200	210	15 12 0
210	220	16 8 0
220	230	17 4 0
230	240	18 0 0
240	250	18 12 0
250	260	19 8 0
260	270	20 4 0
270	280	21 0 0
280	290	21 12 0
290	300	22 8 0
300	310	23 4 0
310	320	24 0 0
320	330	24 12 0
330	340	25 8 0
340	350	26 4 0
350	360	27 0 0
360	370	27 12 0
370	380	28 8 0
380	390	29 4 0
390	400	30 0 0
400	410	30 12 0
410	420	31 8 0
420	430	32 4 0
430	440	33 0 0
440	450	33 12 0
450	460	34 8 0
460	470	35 4 0
470	480	36 0 0
480	490	36 12 0
490	500	37 8 0
500	510	57 6 0
510	520	58 8 0
520	530	59 10 0

When the amount or value of the subject-matter exceeds rupees	But does not exceed rupees	Proper fee		
		1	2	3
Rs.	Rs.	Rs. A. P.		
530	540	60 12 0		
540	550	61 14 0		
550	560	63 0 0		
560	570	64 2 0		
570	580	65 4 0		
580	590	66 6 0		
590	600	67 8 0		
600	610	68 10 0		
610	620	69 12 0		
620	630	70 14 0		
630	640	72 0 0		
640	650	73 2 0		
650	660	74 4 0		
660	670	75 6 0		
670	680	76 8 0		
680	690	77 10 0		
690	700	78 12 0		
700	710	79 14 0		
710	720	81 0 0		
720	730	82 2 0		
730	740	83 4 0		
740	750	84 6 0		
750	760	85 8 0		
760	770	86 10 0		
770	780	87 12 0		
780	790	88 14 0		
790	800	89 0 0		
800	810	91 2 0		
810	820	92 4 0		
820	830	93 6 0		
830	840	94 8 0		
840	850	95 10 0		
850	860	96 12 0		
860	870	97 14 0		
870	880	99 0 0		
880	890	100 2 0		
890	900	101 4 0		
900	910	102 6 0		
910	920	103 8 0		
920	930	104 10 0		
930	940	105 12 0		
940	950	106 14 0		
950	960	108 0 0		
960	970	109 2 0		
970	980	110 4 0		
980	990	111 6 0		
990	1,000	112 8 0		
1,000	1,100	121 14 0		
1,100	1,200	131 4 0		
1,200	1,300	140 10 0		
1,300	1,400	150 0 0		
1,400	1,500	159 6 0		
1,500	1,600	168 12 0		
1,600	1,700	178 2 0		
1,700	1,800	187 8 0		
1,800	1,900	196 14 0		
1,900	2,000	206 4 0		
2,000	2,100	215 10 0		
2,100	2,200	225 0 0		
2,200	2,300	234 6 0		

When the amount or value of the subject-matter exceeds rupees	But does not exceed rupees	Proper fee
1	2	3
Rs.	Rs.	Rs. A. P.
2,300	2,400	243 12 0
2,400	2,500	253 2 0
2,500	2,600	262 8 0
2,600	2,700	271 14 0
2,700	2,800	281 4 0
2,800	2,900	290 10 0
2,900	3,000	300 0 0
3,000	3,100	309 6 0
3,100	3,200	318 12 0
3,200	3,300	328 2 0
3,300	3,400	337 8 0
3,400	3,500	346 14 0
3,500	3,600	356 4 0
3,600	3,700	365 10 0
3,700	3,800	375 0 0
3,800	3,900	384 6 0
3,900	4,000	393 12 0
4,000	4,100	403 2 0
4,100	4,200	412 8 0
4,200	4,300	421 14 0
4,300	4,400	431 4 0
4,400	4,500	440 10 0
4,500	4,600	450 0 0
4,600	4,700	459 6 0
4,700	4,800	468 12 0
4,800	4,900	478 2 0
4,900	5,000	487 8 0
5,000	5,250	506 4 0
5,250	5,500	525 0 0
5,500	5,750	543 12 0
5,750	6,000	562 8 0
6,000	6,250	581 4 0
6,250	6,500	600 0 0
6,500	6,750	618 12 0
6,750	7,000	637 8 0
7,000	7,250	656 4 0
7,250	7,500	675 0 0
7,500	7,750	696 12 0
7,750	8,000	712 8 0
8,000	8,250	731 4 0
8,250	8,500	750 0 0
8,500	8,750	768 12 0
8,750	9,000	787 8 0
9,000	9,250	806 4 0
9,250	9,500	825 0 0
9,500	9,750	843 12 0
9,750	10,000	862 8 0
10,000	10,500	890 10 0
10,500	11,000	918 12 0
11,000	11,500	946 14 0
11,500	12,000	975 0 0
12,000	12,500	1,003 2 0
12,500	13,000	1,031 4 0
13,000	13,500	1,059 6 0
13,500	14,000	1,087 8 0
14,000	14,500	1,115 10 0
14,500	15,000	1,143 12 0
15,000	15,500	1,171 14 0
15,500	16,000	1,200 0 0

When the amount or value of the subject-matter exceeds rupees	But does not exceed rupees	Proper fee
1	2	3
Rs.	Rs.	Rs. A. P.
16,000	16,500	1,228 2 0
16,500	17,000	1,256 4 0
17,000	17,500	1,284 6 0
17,500	18,000	1,312 8 0
18,000	18,500	1,340 10 0
18,500	19,000	1,368 12 0
19,000	19,500	1,396 14 0
19,500	20,000	1,425 0 0
20,000	21,000	1,462 8 0
21,000	22,000	1,500 0 0
22,000	23,000	1,537 8 0
23,000	24,000	1,575 0 0
24,000	25,000	1,612 8 0
25,000	26,000	1,650 0 0
26,000	27,000	1,687 8 0
27,000	28,000	1,725 0 0
28,000	29,000	1,762 8 0
29,000	30,000	1,800 0 0
30,000	32,000	1,837 8 0
32,000	34,000	1,875 0 0
34,000	36,000	1,912 8 0
36,000	38,000	1,950 0 0
38,000	40,000	1,987 8 0
40,000	42,000	2,025 0 0
42,000	44,000	2,062 8 0
44,000	46,000	2,100 0 0
46,000	48,000	2,137 8 0
48,000	50,000	2,175 0 0
50,000	55,000	2,212 8 0
55,000	60,000	2,250 0 0
60,000	65,000	2,287 8 0
65,000	70,000	2,325 0 0
70,000	75,000	2,362 8 0
75,000	80,000	2,400 0 0
80,000	85,000	2,437 8 0
85,000	90,000	2,475 0 0
90,000	95,000	2,512 8 0
95,000	1,00,000	2,550 0 0
1,00,000	1,05,000	2,587 8 0
1,05,000	1,10,000	2,625 0 0
1,10,000	1,15,000	2,662 8 0
1,15,000	1,20,000	2,700 0 0
1,20,000	1,25,000	2,737 8 0
1,25,000	1,30,000	2,775 0 0
1,30,000	1,35,000	2,812 8 0
1,35,000	1,40,000	2,850 0 0
1,40,000	1,45,000	2,887 8 0
1,45,000	1,50,000	2,925 0 0
1,50,000	1,55,000	2,962 8 0
1,55,000	1,60,000	3,000 0 0
1,60,000	1,65,000	3,037 8 0
1,65,000	1,70,000	3,075 0 0
1,70,000	1,75,000	3,112 8 0
1,75,000	1,80,000	3,150 0 0
1,80,000	1,85,000	3,187 8 0
1,85,000	1,90,000	
1,90,000	1,95,000	
1,95,000	2,00,000	

When the amount or value of the subject-matter exceeds rupees	But does not exceed rupees	Proper fee		
		1	2	3
Rs.	Rs.	Rs.	A.	P.
2,00,000	2,05,000	3,337	8	0
2,05,000	2,10,000	3,375	0	0
2,10,000	2,15,000	3,412	8	0
2,15,000	2,20,000	3,450	0	0
2,20,000	2,25,000	3,487	8	0
2,25,000	2,30,000	3,525	0	0
2,30,000	2,35,000	3,562	8	0
2,35,000	2,40,000	3,600	0	0
2,40,000	2,45,000	3,637	8	0
2,45,000	2,50,000	3,675	0	0
2,50,000	2,55,000	3,712	8	0
2,55,000	2,60,000	3,750	0	0
2,60,000	2,65,000	3,787	8	0
2,65,000	2,70,000	3,825	0	0
2,70,000	2,75,000	3,862	8	0
2,75,000	2,80,000	3,900	0	0
2,80,000	2,85,000	3,937	8	0
2,85,000	2,90,000	3,975	0	0
2,90,000	2,95,000	4,012	8	0
2,95,000	3,00,000	4,050	0	0
3,00,000	3,05,000	4,087	8	0
3,05,000	3,10,000	4,125	0	0
3,10,000	3,15,000	4,162	8	0
3,15,000	3,20,000	4,200	0	0
3,20,000	3,25,000	4,237	8	0
3,25,000	3,30,000	4,275	0	0
3,30,000	3,35,000	4,312	8	0
3,35,000	3,40,000	4,350	0	0
3,40,000	3,45,000	4,387	8	0
3,45,000	3,50,000	4,425	0	0
3,50,000	3,55,000	4,462	8	0
3,55,000	3,60,000	4,500	0	0
3,60,000	3,65,000	4,527	8	0
3,65,000	3,70,000	4,575	0	0
3,70,000	3,75,000	4,612	8	0
3,75,000	3,80,000	4,650	0	0
3,80,000	3,85,000	4,687	8	0
3,85,000	3,90,000	4,725	0	0
3,90,000	3,95,000	4,762	8	0
3,95,000	4,00,000	4,800	0	0

And when the amount or value of the subject-matter exceeds Rs. 4,00,000 (four lac^s) the proper fee leviable shall be Rs. 4,800 (four thousand eight hundred) plus thirty-seven rupees eight annas for each five thousand rupees or part thereof in excess of Rs. 4,00,000 (four lacs).

SCHEDULE II

Fixed Fees

Application or peti^{tion}:—(a) When presented to any officer of the Customs or Excise Department or to any Magistrate by any person having dealings with the Government, and when the subject-matter of such application relates exclusively to those dealings:

or when presented to any officer of land revenue by any person holding temporarily settled land under direct engagement with Government, and when the subject-matter of the application or petition relates exclusively to such engagement;

} Four annas.

or when presented to any Municipality or other local authority under any Act for the time being in force for the conservancy or improvement of any place, if the application or petition relates solely to such conservancy or improvement ;
 or when presented to any Civil Court other than a principal Civil Court of original jurisdiction, or to any Court of Small Causes constituted under Act No. XI of 1865 or under Act No. XVI of 1868, section 20, or to a Collector or other officer of revenue in relation to any suit or case in which the amount or value of the subject-matter is less than fifty rupees ;
 or when presented to any Civil, Criminal or Revenue Court, or to any Board or executive officer for the purpose of obtaining a copy or translation of any judgment, decree or order passed by such Court, Board or officer, or of any other document on record in such Court or office.

Four annas.

(b) When presented to the High Court—
 (i) Under the Indian Companies Act, 1913, for winding up a Company
 (ii) Under the same Act for taking some other judicial action
 (iii) In all other cases

Two hundred rupees.

Ten rupees.

Two rupees.

One rupee.

2. Application for leave to sue as a pauper

17. Plaintiff or memorandum of appeal in each of the following suits:—

(i) to alter or set aside a summary decision or order of any of the Civil Courts not established by Letters Patent or of any Revenue Court ;
 (ii) to alter or cancel any entry in a register of the names of proprietors of revenue-paying estates :
 (iii) to obtain a declaratory decree where no consequential relief is prayed :
 (iv) to set aside an award :
 (v) to set aside an adoption :
 (vi) every other suit where it is not possible to estimate at a money-value the subject-matter in dispute and which is not otherwise provided for by this Act.

Fifteen rupees.

18. Application under section 20 of the Indian Arbitration Act, X of 1940.

Ten rupees.

19. Agreement in writing stating a question for the opinion of the Court under the Code of Civil Procedure, 1908.

20. Every petition under the Indian Divorce Act, except petitions under section 44 of the same Act, and every memorandum of appeal under section 55 of the same Act.

Thirty rupees.

21. Plaintiff or memorandum of appeal under the Parsi Marriage and Divorce Act, 1865.

22. Plaintiff or memorandum of appeal in a suit by a reversee under any Customary Law in force in the State of Delhi for declaration respecting an alienation of ancestral land.

Fifteen rupees.

23. Application or memorandum of appeal under the Delhi and Ajmer Marwara Rent Control Act, 1947.

Five Rupees.

EAST PUNJAB ACT NO. XXVII OF 1949

An Act to provide for the amendment of the Indian Stamp Act, 1899 in its application to the East Punjab

Preamble

WHEREAS it is expedient further to amend the Indian Stamp Act, 1899, in its application to the East Punjab, in the manner hereinafter appearing:—

It is hereby enacted as follows:—

1. *Short title, extent and commencement.*—(1) This Act shall be called the Indian Stamp (East Punjab Amendment) Act, 1949.

(2) It shall come into force on the 1st day of April, 1951.

2. *Amendment of Section 4.*—In sub-section (1) of section 4 of the Indian Stamp Act, 1899, as amended by the Indian Stamp (Punjab Amendment) Act, 1922, as extended to the State of Delhi (hereinafter referred to as the "said Act"), for the words "one rupee eight annas" the words "two rupees" shall be substituted.

3. *Amendment of Section 6.*—In the proviso of section 6 of the said Act, for the words "one rupee eight annas", the words "two rupees" shall be substituted.

4. *Amendment of Section 32.*—In the proviso (c) of section 32 of the said Act, after the words "promissory note" the words "or acknowledgment or delivery shall be inserted.

5. *Amendment of Section 35.*—In the proviso (a) of section 35 of the said Act, after the words "promissory note" the words "or acknowledgment or delivery order" shall be inserted.

6. *Amendment of Section 40.*—In sub-section (1) of section 40 of the said Act, after the words "promissory note" the words "or acknowledgment or delivery order" shall be inserted.

7. *Amendment of Section 41.*—In section 41 of the said Act, after the words "promissory note" the words "or acknowledgment or delivery order" shall be inserted.

8. *Amendment of Schedule 1-A.*—In Schedule 1-A of the said Act the column "proper stamp duty" corresponding to the Articles under the column "description of instrument" shall be amended to the extent hereunder specified and the description of instruments relating to the Article shall be deemed to be amended in the manner more particularly shown against each, where necessary:—

<i>Description of Instrument</i>	<i>Proper Stamp Duty</i>
1. ACKNOWLEDGMENT.	Annas two.
3. ADOPTION DEED	Twenty-five rupees.
5. AGREEMENT OR MEMORANDUM OF AN AGREEMENT—	
(a) if not otherwise provided for	One rupee eight annas.
6. AGREEMENT RELATING TO DE- POSIT OF TITLE-DEEDS, PAWN OR PLEDGE—	
(a) if such loan or debt is repayable on demand or more than three months from the date of the instrument evidencing the agreement—	
(i) when the amount of loan or debt does not exceed Rs. 200	Six annas.
(ii) when it exceeds Rs. 200, but does not exceed Rs. 400	Eleven annas six ples.
when it exceeds Rs. 400, but does not exceed Rs. 600	One rupee one anna.
when it exceeds Rs. 600, but does not exceed Rs. 800	One rupee four annas.
when it exceeds Rs. 800, but does not exceed Rs. 1,000	One rupee twelve annas.
when it exceeds Rs. 1,000, but does not exceed Rs. 1,200	Two rupees two annas.
when it exceeds Rs. 1,200 but does not exceed Rs. 1,600	Two rupees thirteen annas.
when it exceeds Rs. 1,600 but does not exceed Rs. 2,500	Four rupees three annas.

**6. AGREEMENT RELATING TO DEPOSIT OF
TITLE DEEDS PAWN OR PLEDGE—*Contd***

when it exceeds Rs. 2,500 but does not exceed Rs. 5,000	Eight rupees seven annas.
when it exceeds Rs. 5,000 but does not exceed Rs. 7,500	Twelve rupees eight annas.
when it exceeds Rs. 7,500, but does not exceed Rs. 10,000	Sixteen rupees four annas.
when it exceeds Rs. 10,000, but does not exceed Rs. 15,000	Twenty-five rupees five annas.
when it exceeds Rs. 15,000, but does not exceed Rs. 20,000	Thirty-three rupees four annas.
when it exceeds Rs. 20,000, but does not exceed Rs. 25,000	Forty-one rupees four annas.
when it exceeds Rs. 25,000, but does not exceed Rs. 30,000	Fifty rupees ten annas.
and for every additional Rs. 10,000 or part thereof in excess of Rs. 30,000	Sixteen rupees four annas.

10. ARTICLES OF ASSOCIATION OF A COMPANY—

(a) when the authorised capital of the Company does not exceed one lac	Forty rupees.
(b) in other cases	Eighty rupees.

12. AWARD—

(b) if it exceeds Rs. 1,000, but does not exceed Rs. 5,000	Ten rupees.
and for every additional Rs. 1,000 or part thereof in excess of Rs. 5,000	Twelve annas subject to a maximum of seventy-five rupees.

15. BOND—

where the amount or value secured does not exceed Rs. 10	Three annas.
where it exceeds Rs. 10 and does not exceed Rs. 50	Six annas.
where it exceeds Rs. 50 and does not exceed Rs. 100	Twelve annas.
where it exceeds Rs. 100 and does not exceed Rs. 200	One rupee eight annas.
where it exceeds Rs. 200 and does not exceed Rs. 300	Two rupees four annas.
where it exceeds Rs. 300 and does not exceed Rs. 400	Three rupees.
where it exceeds Rs. 400 and does not exceed Rs. 500	Three rupees twelve annas.
where it exceeds Rs. 500 and does not exceed Rs. 600	Six rupees.
where it exceeds Rs. 600 and does not exceed Rs. 700	Seven rupees.

16. BOND—*contd.*

where it exceeds Rs. 700 and does not exceed Rs. 800 Eight rupees.

where it exceeds Rs. 800 and does not exceed Rs. 900 Nine rupees.

where it exceeds Rs. 900 and does not exceed Rs. 1,000 Ten rupees.

and for every Rs. 500 or part thereof in excess of Rs. 1,000 Five rupees.

17. CANCELLATION Ten rupees.

18. CERTIFICATE OF SALE The same duty as a Conveyance (No. 23) as levied by this Act, for a consideration equal to the amount of the purchase, money only.

19. CERTIFICATE OR OTHER DOCUMENT Four annas

22. COMPOSITION DEED Twenty rupees.

23. CONVEYANCE—
 (i) If it relates to immoveable property situate within the limit of a Municipality, Cantonment Board, Notified Area or Small town.

where the value or amount of the consideration for such conveyance as set forth therein does not exceed Rs. 50 One rupee eight annas. One rupee.

where it exceeds Rs. 50, but does not exceed Rs. 100 Three rupees Two rupees.

where it exceeds Rs. 100, but does not exceed Rs. 200 Six rupees. Four rupees.

where it exceeds Rs. 200, but does not exceed Rs. 300 Nine rupees. Six rupees.

where it exceeds Rs. 300, but does not exceed Rs. 400 Twelve rupees. Eight rupees.

where it exceeds Rs. 400, but does not exceed Rs. 500 Fifteen rupees. Ten rupees.

where it exceeds Rs. 500, but does not exceed Rs. 600 Eighteen rupees. Twelve rupees.

where it exceeds Rs. 600, but does not exceed Rs. 700 Twenty-one rupees. Fourteen rupees.

where it exceeds Rs. 700, but does not exceed Rs. 800 Twenty-four rupees. Sixteen rupees.

where it exceeds Rs. 800, but does not exceed Rs. 900 Twenty-seven rupees. Eighteen rupees.

where it exceeds Rs. 900, but does not exceed Rs. 1,000 Thirty rupees. Twenty rupees.

and for every Rs. 500 or part thereof in excess of Rs. 1,000 Fifteen rupees. Ten rupees.

*Description of Instrument**Proper Stamp Duty***24. COPY OR EXTRACT—**

(i) if the original was not chargeable with duty or if the duty with which it was chargeable does not exceed two rupees Twelve annas.

(ii) In any other case not falling within the provisions of Section 6-A. Two rupees.

25. COUNTERPART OR DUPLICATE—

(i) if the duty with which the original instrument is chargeable does not exceed two rupees Twelve annas.

(ii) In any other case not falling within the provisions of Section 6-A Two rupees.

26. CUSTOM BOND—

(a) where the amount does not exceed Rs. 1,000 The same duty as a Bond (No. 15) for such amount.

(b) in any other case Ten rupees.

27. DEBENTURE—

(a) by endorsement or by separate instrument of transfer The same duty as a Bond (No. 15) for the same amount.

(b) by delivery The same duty as a mortgage deed with possession (No. 40(a)) for the amount equal to the face amount of the debenture.

28. DELIVERY ORDER**29. DIVORCE****30. ENTRY AS AN ADVOCATE****31. EXCHANGE OF PROPERTY****32. FURTHER CHARGE—**

(a) when the original mortgage is one of the description referred to in clause (a) of Art. No. 40 (that is, with possession). The same duty as a mortgage deed with possession (No. 40(a)) for the amount equal to the amount of the further charge secured by such instrument.

(b) when such mortgage is one of the description referred to in clause (b) of Art. No. 40 (that is, without possession)—

(i) if at the time of execution of the instrument of further charge possession of the property is given or agreed to be given under such instrument;

(ii) if possession is not so given

The same duty as a mortgage deed with possession (No. 40 (a)) for the amount equal to the total amount of the charge (including the original mortgage and any further charge already made) less the duty already paid on such original mortgage and further charge.

The same duty as a Bond (No. 15) for the amount of the further charge secured by such instrument.

The same duty as a Conveyance (No. 23) as levied by this Act, for a consideration equal to the value of the property as set forth in such instrument.

33. GIFT

Description of Instrument

Proper Stamp Duty

35. LEASE—

(a) where by such lease the rent is fixed and no premium is paid or delivered—	
(i) where the lease purports to be for a term of less than one year,	The same duty as a Bond (No. 15) for the whole amount payable or deliverable under such lease.
(ii) where the lease purports to be for a term of not less than one year but not more than 5 years.	The same duty as a Bond (No. 15) for the amount or value of the average annual rent reserved.
(iii) where the lease purports to be for a term exceeding 5 years but not exceeding 10 years,	The same duty as a Conveyance (No. 23) as levied by this Act, for a consideration equal to the amount or value of the average annual rent reserved.
(iv) where the lease purports to be for a term exceeding 10 years but not exceeding 20 years.	The same duty as a Conveyance (No. 23) as levied by this Act, for a consideration equal to twice the amount or value of the average annual rent reserved.
(v) where the lease purports to be for a term exceeding 20 years but not exceeding 30 years.	The same duty as a Conveyance (No. 23) as levied by this Act, for a consideration equal to three times the amount or value of the average annual rent reserved.
(vi) where the lease purports to be for a term exceeding 30 years but not exceeding 100 years.	The same duty as a Conveyance (No. 23) as levied by this Act, for a consideration equal to four times the amount or value of the average annual rent reserved.
(vii) where the lease purports to be for a term exceeding 100 years or in perpetuity.	The same duty as a Conveyance (No. 23) as levied by this Act, for a consideration equal in the case of a lease granted solely for agricultural purposes to 1/10th and in any other case to 1/6th of the whole amount of rents which would be paid or delivered in respect of the first fifty years of lease.
(viii) where the lease does not purport to be for any definite term.	The same duty as a Conveyance (No. 23), as levied by this Act, for a consideration equal to three times the amount or value of the average annual rent which would be paid or delivered for the first ten years if the lease continued so long.
(b) where the lease is granted for a fine or premium or for money advanced and where no rent is reserved.	The same duty as a Conveyance (No. 23), as levied by this Act, for a consideration equal to the amount or value of such fine or premium or advance as set forth in the lease.
(c) where the lease is granted for a fine or premium or for money advanced, in addition to rent reserved.	The same duty as a Conveyance (No. 23), as levied by this Act, for a consideration equal to the amount or value of such fine or premium or advance as set forth in the lease, in addition to the duty which would have been payable on such lease, if no fine or premium or advance had been paid or delivered.

36. LETTER OF ALLOTMENT OF SHARES .

Three annas.

38. LETTER OF LICENCE

Twenty rupees.

39. MEMORANDUM OF ASSOCIATION OF A COMPANY—

(a) if accompanied by Articles of association under Section 17 of the Indian Companies Act, 1913

Forty rupees.

(b) if not so accompanied

One hundred rupees.

40. MORTGAGE—

(a) when possession of the property or any part of the property comprised in such deed is given by the mortgager or agreed to be given—

where the amount secured by such instrument does not exceed Rs. 50.

Twelve annas.

where it exceeds Rs. 50, but does not exceed Rs. 100

One rupee eight annas.

where it exceeds Rs. 100, but does not exceed Rs. 200

Three rupees.

where it exceeds Rs. 200, but does not exceed Rs. 300

Four rupees eight annas.

where it exceeds Rs. 300, but does not exceed Rs. 400

Six rupees.

where it exceeds Rs. 400 but does not exceed Rs. 500

Seven rupees eight annas.

where it exceeds Rs. 500, but does not exceed Rs. 600

Nine rupees.

where it exceeds Rs. 600, but does not exceed Rs. 700

Ten rupees eight annas.

where it exceeds Rs. 700, but does not exceed Rs. 800

Twelve rupees.

where it exceeds Rs. 800, but does not exceed Rs. 900

Thirteen rupees eight annas.

where it exceeds Rs. 900, but does not exceed Rs. 1,000

Fifteen rupees.

and for every Rs. 500 or part thereof in excess of Rs. 1,000

Seven rupees eight annas.

(b) When possession is not given or agreed to be given as aforesaid.

The same duty as a Bond (No. 15) for the amount secured by such deed.

42. NOTARIAL ACT

43. NOTE OR MEMORANDUM—

(a) of any goods exceeding in value twenty rupees

Four annas.

(b) of any stock or marketable security exceeding in value twenty rupees

Subject to a maximum of twenty rupees three annas for every Rs. 10,000 or part thereof of the value of the stock or security.

46. PARTNERSHIP—

A—Instrument of—

(a) Where the capital of the partnership does not exceed Rs. 500

Two rupees eight annas.

(b) In any other case

Fifteen rupees.

B—Dissolution of—

48. POWER OF ATTORNEY—

(f) When given for consideration and authorising the attorney to sell any immoveable property.

The same duty as a Conveyance (No. 23) as levied by this Act for the amount of consideration.

54. RECONVEYANCE OF MORTGAGED PROPERTY—

(a) if the consideration for which the property was mortgaged does not exceed Rs. 1,000;

The same duty as a Conveyance (No. 23) as levied by this Act for the amount of such consideration as set forth in the reconveyance.

(b) in any other case—

(i) if the reconveyance relates to immoveable property situate within a Municipality, Cantonment Board, Notified Area or Small Town

Thirty rupees.

(ii) in other cases

Twenty rupees.

65. RELEASE—

(a) if the amount of value of the claim does not exceed Rs. 1,000. The same duty as a Bond (No. 15) for such amount or value as set forth in the release.

(b) in any other case Ten rupees.

67. SECURITY BOND—

(a) when the amount secured does not exceed Rs. 1,000

The same duty as Bond (No. 15) for the amount secured.

(b) in any other case

Ten rupees.

68. SETTLEMENT—

A—Instrument of—

The same duty as a Bond (No. 15) for a sum equal to the amount or value of the property settled as set forth in such settlement.

B—Revocation of—

The same duty as a Bond (No. 15) for a sum equal to the amount or value of the property concerned as set forth in the instrument of revocation but not exceeding twenty rupees.

59. SHARE WARRANT

One and a half times the duty payable on a mortgage deed with possession [No. 40-(a)] for the amount equal to the nominal amount of the shares specified in the warrant.

61. SURRENDER OF LEASE—

(a) when the duty with which the lease is chargeable does not exceed ten rupees. The duty with which such lease is chargeable.

(b) in any other case Ten rupees.

62. TRANSFER—

(a) of shares in an incorporated company, or other body corporate. One half of the duty payable on a mortgage deed with possession [No. 46(a)] for the amount equal to the value of the shares.

(b) of debentures being marketable securities whether the debenture is liable to duty or not, except debentures provided for by Section 8.

One half of the duty payable on a debenture (No. 27) for a consideration equal to the face amount of the debenture.

(c) of any interest secured by a bond, mortgage deed or policy of insurance.

One half of the duty with which such bond mortgage deed or policy of insurance is chargeable subject to a maximum of fifty rupees.

63. TRANSFER OF LEASE

The same duty as Conveyance (No. 23) as levied by this Act, for a consideration equal to the amount of the consideration for, the transfer.

64. TRUST—

A—Declaration of—

The same duty as a Bond (No. 15) for a sum equal to the amount or value of the property concerned, as set forth in the instrument but not exceeding thirty rupees.

B—Revocation of—

The same duty as a Bond (No. 15) for a sum equal to the amount or value of the property concerned, as set forth in the instrument but not exceeding twenty rupees.

65. WARRANT FOR ODS

Twelve annas.

MINISTRY OF STATES

New Delhi, the 31st January 1951

S.R.O. 423.—In exercise of the powers conferred by section 10 of the Mangrol and Manavadar (Administration of Property) Act, 1949 (II of 1949), the Central Government hereby directs that the following amendments shall be made in the Schedule to the said Act—

In Part I of the said Schedule for the matter under the heading "Properties belonging to the State of Mangrol", the following shall be substituted, namely.—

(a) Investments of Mangrol State

No.	Description of Investments	Distinctive Numbers of Shares and Securities	No	Amount	In whose Name Standing	In whose Custody
1	2	3	4	5	6	7
Rs						
1	3% Government of India INSC. Stock, 1948.	BY0098 BY0127	: : : : :	1 1	40,000 10,000 } S. Abdulkhaliq.	The Bank of India, Ltd.
					50,000	
2	4½% Government Loan 1955-60.	BY004018 BY002118 BY002119 BY002120 BY009779 BY009780	: : : : :	1 1 1 1 1 1	10,000 5,000 5,000 } S. Abdulkhaliq & 5,000 } S. M. Nasiruddin. 5,000 5,000 } Do.	
					35,000	
3	4% Government Loan 1960-70.	BY062368 BY062369 BY063163 BY034265 BY034271	: : : : :	1 1 1 1 1	5,000 200 200 } S. M. Nasiruddin 1,000 } Manager, Mangrol 1,000 State	
					7,400	
Do		BY016077 BY013096	: : : : :	1 1	1,000 500 } S. Abdulkhaliq	The Bank of India Ltd.
					1,500	

1	2	3	4	5	6	7
4	4% Government Loan 1960-70.	BY2736	.	1	Rs. 10,000	
44%	Do. 1955-60.	BY0546	.	1	33,000	
4%	Bombay Port Trust Bonds Loan 1905—Rep.—1965.	4175	.	1	2,000	S. M. Nasiruddin & S. Mahomed Badruddin.
5	4% Do. 1912—Rep. 1973.	4177	.	1	2,000	Imperial Bank of India, Rajkot.
4%	Do. 1909—Rep. 1970.	4176	.	1	1,000	Do.
					48,000	Do.
6	4% Government Loan 1960-70.	BY028954	.	1	1,000	
		BY054155	.	1	1,000	S. Abdulkhaliq.
					2,000	The Bank of India Ltd.
7	5% Karachi Municipal Debentures.	29	.	1	5,000	
		128	.	1	1,000	S. Abdulkhaliq &
		129	.	1	1,000	S. M. Nasiruddin.
		130	.	1	1,000	
					8,000	Do.
8	4% Bombay Port Trust Loan 1904.	8896	.	1	10,000	
		8897	.	1	10,000	S. Abdulkhaliq &
		8898	.	1	500	S. M. Nasiruddin.
					20,500	Do.
Do.	1905	11694	.	1	500	Do.
Do.	1911	13369	.	1	5,000	Do.
		13368	.	1	1,000	
		13370	.	1	1,000	Do.
					7,000	
Do.	Debentures 1912	16734	.	1	5,000	Do.
						Do.

4% Bombay Port Trust Loan 1912.	17215	1	15,000	S. Abdulkhaliq & The Bank of S. M. Nasiruddin. Ltd.
	17496	1	10,000	
	17497	1	10,000	
	17498	1	10,000	
	14239	1	5,000	
	14240	1	5,000	
			55,000	
Do. 1913	14627	1	5,000	S. Abdulkhaliq & S. M. Nasiruddin. Do.
	14628	1	5,000	
	14629	1	5,000	
	14630	1	5,000	
	16986	1	1,000	
	14631	1	500	
			21,500	
Do. 1910	9424	1	1,000	Do. Do.
9 Postal Cash Certificates .	J/3 243970	1	100	S. Abdulkhaliq
	J/3 243971	1	100	
	R/2 068918	1	50	
	D/2 140148	1	1,000	
	D/2 140149	1	1,000	
	D/2 140150	1	1,000	
	D/2 188805	1	1,000	
	D/2 188806	1	1,000	
	D/2 188807	1	1,000	
	D/2 188808	1	1,000	
	D/2 188809	1	1,000	
	H/2 104370	1	500	
	H/2 104371	1	500	
			9,250	
10 Imperial Bank of India .	71331/33; 59772/76; 73660/64; 52734/40.	20 (Fully Paid)		S. M. Jehangirmian and K. S. Abdulkhaliq. Do.
11 Tata Iron & Steel Co., Ltd.	199449/598	150II. PREF		S. M. Jehangirmian & K. S. Abdulkhaliq. Do.

1	2	4	5	6	7
Tata Iron & Steel Co. Ltd.	579107/31; 221305/314; 628127/31; 315328/32; 561872/76; 23778/82; 199978/82; 136977/86; 102371/75; 832840/88.	80.PREF.	....	K.S. Abdulkhaliq.	The Bank of India Ltd.
Do.	381542/46; 182778/782; 550127/131; 182773/777; 397672/76; 465892/96; 81910/14; 81925/29; 355627/631; 355952/56; 626262/66; 626257/61; 380817/21; 472085/89.	70.PREF.	....	S. Abdulkhaliq	Do.
12 Reserve Bank of India	216246/250; 217171/75; 244941/45.	15	....	S. Abdulkhaliq	Do.
13 Scindia Steam Navigation Co., Ltd.	1220766/815	50	....	S. M. Jehangirmian & S. Abdulkhaliq.	Do.
Do.	2554913/962	50	....	Do.	The Company.
Do.	1009279/378; 1009529/978; 1061170/194; 1060995/1019; 1061270/294; 482442/447; 525461/477; 1200467/76; 86607/616; 473102/116; 94449/458; 1250683/687; 1499485/489; 1258798/800; 1499802/803; 474701/715; 403429/53.	(1946 Issue). 700	....	S. Abdulkhaliq	The Bank of India Ltd.
Do.	2564919/65618	700	....	S. Abdulkhaliq	The Company.
14 International Bank of India Ltd.	12186/435	250.ORD.	....	S. Abdulkhaliq	The Bank of India Ltd.
International Bank of India Ltd.	25035/134	100.DEFD.	....	S. Abdulkhaliq	Do.
15 Indian Iron & Steel Co., Ltd.	2492048/057; 439550/99; 454812/911.	160.ORD.	....	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
16 Tata Power Co., Ltd.	13744; 13918.	2.ORD.	....	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
17 Tata Iron & Steel Co., Ltd.	30844/63; 33824/26; 16892; 16891; 9051/65.	40.PREF.	....	S. M. Jehangirmian and K. S. Abdulkhaliq.	Do.
18 Dacra Electric Supply Co., Ltd.	78138/437; 20345/544.	500	....	S. M. Jehangirmian and S. Abdulkhaliq.	Do.

19. Central Bank of India Ltd.

104775/79; 113564/68;
121501/06; 121506/10;
146385/89.

25

S. M. Jehangirmian The Bank of India
and S. Abdulkhaliq Ltd.

Do.

25 (1944
Issue).

Do.

Central Bank of India
Ltd.

Do.

481866; 481876/880; 481886/
935; 481871/75; 481881/85;
382891/95; 87321/25; 87311/
320; 87331/335; 250591/95;
302286/290; 97921/924; 64601/
05; 64899/900; 81680; 64951;
85476; 75116/117; 89872/75;
191591/95; 399841/45; 617766/
70; 487611/615; 370636/640;
378516/25; 333506/15; 509861/
70; 197470/79; 350371/80;
617791/95; 609861/95; 405006/
020; 405316/65; 424081/65;
444676/80; 444681/690;
459061/70; 590731/35;
590736/740; 636656/60;
636671/80; 221846; 203620/
21; 202155/56; 223162;
219671/72; 201823/24;
209641/42; 224774; 220694/
95; 219582; 206202;
219370/71; 200938; 215174;
212874; 669764; 204539;
206722; 223906; 224476;
205692/93; 209366; 207094;
671182; 671196; 223936/38;
223962; 200297; 203771/772;
221837; 207058; 202909/10;
210539; 42866/875; 42876/880;
669967; 216124/25; 200749/
750; 114757/761; 446401/05;
156361/65; 449926/30;
262396/425; 499216/220;
257471/75; 449931/35;
168646/655; 102660/669;
450631/700; 579396/420;
610631/45; 371296/310;
408776/785; 623146/155;
309796/795.

650

S. Abdulkhaliq

Do.

1	2	3	4	5	6	7
Central Bank of India Ltd.	....	650 (1944 Issue).	....	S. Abdulkhaliq	The Central Bank of India.	
Do.	....	500	....	S. M. Nasiruddin	S. M. Nasiruddin.	
Do.	158056/158060; 158066/70; 158075/80; 158086/90; 158096/100; 158106/10; 158116/20; 158126/30; 158136/40; 158146/50;	158061/65; 158071/75; 158081/85; 158091/95; 158101/05; 158111/15; 158121/25; 158131/35; 158141/45; 158151/55.	100 (1947 Issue)	....	S. M. Nasiruddin	Manager, Mangrol.
Do.	149001/149065	65 Bonus shares (1947 Issue).	....	S. Abdulkhaliq	The Central Bank of India.	
Do.	149066/149135	70 Bonus Shares (1947 Issue).	....	Do.	Do.	Do.
20	National Gramophone Record Manufacturing Co., Ltd.	85/86	2 Founder	....	S. Abdulkhaliq	The Bank of India Ltd.
Do.	831/850	20 ORD	....	Do.	Do.	
21	Bombay Electric Supply & Tramway Co., Ltd.	60126/30; 151637/41; 153460/64; 592471.	16 ORD	....	K. S. Abdulkhaliq	Do.
Do.	590518/526	9 ORD	....	Do.	Do.	
22	Macfarlane & Co., Ltd.	1561/1585	25	....	S. Amiruddin	Manager, Mangrol.
23	Travancore Rubbers Ltd.	31338/31347	10	....	Do.	Do.
24	Peninsular Plantations Ltd.	29906/29925	20	....	Do.	Do.
Do.	28656/705; 31756/855.	150	....	S. Abdulkhaliq	The Bank of India Ltd.	

25	Burmah Corporation Ltd.	4997124/4997173	50	Re	S. Amiruddin	Manager, Mangrol.
26	4% Bombay Port Trust Loan 1908.	11823 10251 11824 11825	1 1 1 1	1,000 500 500 500	S. Abdulkhaliq	The Bank of India
				2,500		
27	Bank of India Ltd.	296611/615; 296663/66	9	....	S. Abdulkhaliq	Do.
	Do.	296541/610; 296661/662	72	....	S. M. Jehangirmian	Do.
	Do.	296616/650	35	....	S. M. Jehangirmian and K. S. Abdulkhaliq.	Do.
	Do.	296651/660	10	....	Do.	Do.
	Do.	....	126 (1948 Issue).	....	....	Do.
28	Indian Iron & Steel Co., Ltd.	2496918/7017; 586262/361; 650 585637/736; 751069/168; 2424519/48; 897212/261; 1976825/874; 2488933/972; 2196159/288.	ORD	....	S. Abdulkhaliq	Do.
29	All interest and dividends remaining unpaid or compensation either in Cash or in securities or in shares or both in respect to all or any of the above said shares or securities.					
30	All Bonus shares, coupons or new shares to the issue or allotment of which the holder became entitled by virtue of the holding of all or any of the above items.					
31	Amounts standing in the current or Savings Bank Accounts in the Bank of India Ltd. Bombay and Calcutta, Imperial Bank of India, Bombay Rajkot and Lahore and the National City Bank of New York (London) in the names of Shaikh Jehangirmian, Shaikh Abdulkhaliq Shaikh Mohamed Nasiruddinian, Shaikh Mohamed Badruddin or in the name of any one or more of them or in the name of Karbaran or any other officer of Mangrol in his official capacity or in the names of more than one of such officers.					

1	2	3	4	5	6	7
				Rs.		
1	4% Government Loan 1960-70	BY034262	.	1	25,000	
		BY034263	.	1	25,000	
		BY034264	.	1	25,000	
		BY021965	.	1	25,000	
		BY021101	.	1	10,000	S. Abdulkhaliq.
		BY021102	.	1	10,000	The Bank of India Ltd.
		BY029530	.	1	5,000	
		BY018397	.	1	1,000	
		BY012959	.	1	500	
					1,26,500	
2	3½% Government Promissory Notes 1842—43	B085053	.	1	10,000	
		B085054	.	1	10,000	
		B088264	.	1	5,000	
		B065023	.	1	1,000	
		B058497	.	1	1,000	S. Abdulkhaliq.
		B058498	.	1	1,000	Do.
		B058499	.	1	1,000	
		B085488	.	1	500	
		B085286	.	1	500	
					30,000	
3½% Government Promissory Notes 1854—55		B137850	.	1	15,000	
		B116766	.	1	5,000	
		B116767	.	1	5,000	
		B094040	.	1	5,000	
		B109398	.	1	2,000	
		B116764	.	1	2,000	
		B094039	.	1	2,000	
		B094037	.	1	1,000	S. Abdulkhaliq.
		B094038	.	1	1,000	Do.
		B132386	.	1	1,000	
		B132387	.	1	1,000	
		B132388	.	1	1,000	
		B115167	.	1	1,000	
		B094036	.	1	500	
					42,500	

1	2	3	4	5	6	7
4% Bombay Port Trust Loan— 1911	12268 12858	.	1 1	Rs. 10,000 5,000 15,000	S. Abdulkhaliq.	The Bank of India Ltd.
4% Bombay Port Trust Loan— 1914.	13758	.	1	3,000	S. Abdulkhaliq.	Do.
4 Imperial Bank of India	69493; 51015/24; 40538/41; 40544/45; 42847; 48071; 51007	.	20 (Fully Paid)	..	S. Abdulkhaliq.	Do.
Do.	126317	.	1 (Partly paid)	..	Do.	Do.
5 Bank of India Ltd.	22478/87 16604/607; 90145/49.	19	.	..	A. Abdulkhaliq.	Do.
6 Central Bank of India Ltd.	109032/81; 12360/62; 16891; 350 16893/95; 16926; 31461/65; 35816/830; 43834/35; 88222/26; 88271/286; 338591/840; 121431/36; 80056/60; 279041/45; 386326/330; 39056/060; 449901/906; 127221/225; 308931/35; 32806/825; 91351/63; 91374/80; 290801/805; 103870/616; 597101/105; 432246/50; 484976/985; 326016/20; 311686/736; 369861/70; 213656; 220986/87; 205750/51; 521081/85; 461616/20; 461641/45.	.	..	S. Abdulkhaliq.	Do.	
Do.	149138/149205.	.	70. (Bonus - shares)	..	Do.	The Central Bank.
Central Provinces Railways Co.	51506/510	.	5	..	S. Abdulkhaliq.	The Bank of India Ltd.
Bombay Electric Supply & Tramway Co. Ltd.	495636/715	.	80. ORD.	..	S. Abdulkhaliq	Do.

9	Oriental Government Security Life Assurance Co. Ltd.	350	.	.	.	.	1	.	.	..	S. Abdulkhaliq.	.	Do.	
10	Alcock Ashdown & Co. Ltd.	7488	;	1827	4354	.	.	3	.	.	..	S. Abdulkhaliq.	.	Do.
	Do.	27816	;	18	.	.	.	3	.	.	..	Do.	.	The Company.
11	Bombay Burmah Training Cor- poration Ltd.	26546/56	;	26563/65.	.	.	14 (Old)	.	.	..	S. Abdulkhaliq.	.	The Bank of India Ltd.	
12	Port Canning & Land Improve- ment Co. Ltd.	53981/54010.	.	.	.	30	.	.	..	S. Abdulkhaliq.	.	Do.		
13	Bombay Steam Navigation Co. Ltd.	10455/74	;	13482	;	13184/90.	.	28	ORD.	.	..	S. Abdulkhaliq.	.	Do.	
	Do.	21502/503	;	21509/21510.	.	.	4	PREF.	.	..	S. Abdulkhaliq.	.	Do.		
14	Tata Iron & Steel Co. Ltd.	125852/58	;	139033	;	145103/107	;	67	ORD.	.	..	S. Abdulkhaliq.	.	Do.	
		177034/038	;	6931/35	;	6928/980	;					S. Abdulkhaliq.	.	Do.	
		175374/73	;	175384/88	;							S. Abdulkhaliq.	.	Do.	
		257173/177	;	257649/53	;							S. Abdulkhaliq.	.	Do.	
		279627/831	;	279902/906	;							S. Abdulkhaliq.	.	Do.	
		309741/745.	;									S. Abdulkhaliq.	.	Do.	
15	New Prince of Wales Press Co. Ltd.	132	;	146	;	243/44.	.	.	4	S. Abdulkhaliq.	.	Do.
16	Bombay Electric Supply & Tram- way Co. Ltd.	157378/407.	.	.	.	.	30	PREF.	.	..	S. Abdulkhaliq.	.	Do.	
17	Pench Valley Coal Co. Ltd.	47441/490	;	20581/680	;	18471/570	;	500 (Fully paid)				S. Abdulkhaliq.	.	Do.	
		75599/648	;	76355/554.	;							S. Abdulkhaliq.	.	Do.	
18	Dacoa Electric Supply Co. Ltd.	65186/685.	.	.	.	500	.	.	..	S. Abdulkhaliq.	.	Do.		
19	Franji Petit Spinning Manu- facturing Co. Ltd.	514.	.	.	.	1	.	.	..	S. Abdulkhaliq.	.	Do.		
20	New Mofussil Co. Ltd.	258	;	1241	;	2703.	.	.	3	S. Abdulkhaliq.	.	Do.
21	Premier Mills Co. Ltd.	16536/60.	.	.	.	25	.	.	..	S. Abdulkhaliq.	.	Do.		
22	All interest and dividends remaining unpaid or compensation either in cash or in securities or shares or both in respect to all or any of the above said shares or securities.														
23	All Bonus shares, coupons or new shares to the issue or allotment of which the holder became entitled by virtue of the holding of all or any of the above items.														

(c) Investment of Wakf Trust Fund of Mangrol State

1	2	3	4	5	6	7
				Rs.		
1	4½ per cent. Government Loan 1955-60.	BY002122	1	25,000		
		BY009926	1	25,000		
		BY009924	1	10,000	S. M. Jehangirmian The Bank of India & S. Abdulkhaliq. Ltd.	
		BY009925	1	10,000		
		BY002519	1	17,000		
				77,000		
2	4 per cent. Government Loan 1960-70.	BY028429	1	10,000		
		BY019645	1	5,000		
		BY020450	1	5,000		
		BY028731	1	5,000		
		BY053810	1	5,000		
		BY020266	1	5,000		
		BY020340	1	5,000		
		BY020341	1	5,000		
		BY020342	1	5,000		
		BY020343	1	5,000	S. Abdulkhaliq & S. M. Nasiruddin.	Do.
		BY020344	1	5,000		
		BY020454	1	5,000		
		BY020455	1	5,000		
		BY020456	1	5,000		
		BY019990	1	5,000		
		BY016421	1	1,000		
		BY016422	1	1,000		
		BY028174	1	1,000		
		BY028175	1	1,000		
				84,000		
3	5 per cent. Government Loan 1945-55.	BY105058	1	10,000		
		BO99465	1	5,000		
		BO90618	1	5,000	S. M. Jehangirmian & S. Abdulkhaliq.	Do.
		BO90621	1	5,000		
		BO94061	1	5,000		
				30,000		

4	5 per cent. Karachi Municipal Loan 1927	24	25	:	:	:	I	10,000	10,000	S. M. Nasiruddin & S. Abdulkhaliq.	The Bank of India Ltd.
								20,000			
5	Tata Iron & Steel Co. Ltd.	202847/50 ; 139034 ; 202842/846		10	ORD.		..	S. M. Jehangirmian		Do.	
	Do.	134999/5005 ; 128944/945 ; 99843/49 ; 270092/094 ; 109175 ; 324177/186.		25	ORD.		..	S. M. Jehangirmian & S. Abdulkhaliq.		Do.	
	Do.	199604/63 ; 461020/069 ; 199684/6.		113	II. PREF.		..	S. M. Jehangirmian		Do.	
	Do.	136127/131 ; 462255/250 ; 550042/46 ; 554067/71 ; 135017/21 ; 241152/156 ; 136122/126 ; 48016/20 ; 194014/18 ; 103935/939 ; 103940/940 ; 398463/67 ; 53076/79.		70	II. PREF.		..	S. M. Jehangirmian & S. Abdulkhaliq.		Do.	
6	Bombay Electric Supply & Tramway Co. Ltd.	15794/808 ; 7906/15 ; 250750/74 ; 3291/315 ; 495716/45 ; 574083/693.		116	ORD.		..	S. M. Jehangirmian		Do.	
	Do.	592472		1	ORD.		..	S. M. Jehangirmian & S. Abdulkhaliq.		Do.	
	Do.	157408/37		30	PREF.		..	S. M. Jehangirmian		Do.	
7	Bombay Steam Navigation Co. Ltd.	7607/08 ; 10799/800 ; 18527 ; 8722/3 ; 13322/4.		10	ORD.		..	S. M. Jehangirmian		Do.	
	Do.	21511/13		3	PREF.		..	S. M. Jehangirmian		Do.	
8	Alecock Ashdown & Co. Ltd.	38 ; 8259 ; 931 ; 942/4 ; 947 ; 2538 ; 8350 ; 7834 ; 1837 ; 2634 ; 8277 ; 5691 ; 5725 ; 5724 ; 567 ; 2375.		18			..	S. M. Jehangirmian		Do.	
	Do.	21852/69		18			..	Do.		The Company.	

1	2	3	4	5	6	7
9	Oriental Government Security Life Assurance Co. Ltd.	1582/63	. . . . 2	..	S. M. Jehangirmian	The Bank of India Ltd.
10	New Prince of Wales Press Co. Ltd.	181/4 ; 212	. . . . 5	..	S. M. Jehangirmian	Do.
11	Bombay Burmah Trading Cor- poration Ltd.	115249/94	. . . . 48 (New)	..	S. M. Jehangirmian	Do.
	Do.	39352/59 ; 26557/62	. . . . 14 (Old)	..	Do.	Do.
12	Port Canning & Band Im- provement Co. Ltd.	54101/120	. . . . 20	..	S. M. Jehangirmian	Do.
13	New Mofussil Co. Ltd.	. . . . 1587 ; 2009	. . . . 2	..	S. M. Jehangirmian	Do.
14	Premier Mills Ltd.	. . . . 15561/85	. . . . 25	..	S. M. Jehangirmian	Do.
15	Central Bank of India Ltd.	. . . . 109082/131 ; 21949/2048	. . . . 150	..	S. M. Jehangirmian	Do.
	Do.	. . . . 104256/285	. . . . 30 (Bonus shares.)	..	Do.	The Bank.
	Do.	. . . . 364751/790 ; 658541/550 ; 11526/537 ; 21237/244 ; 10/20 ; 1620 ; 11518/520 ; 457381/390 ; 476231/245 ; 485151/165.	. . . . 125	..	S. M. Jehangirmian & S. Abdulkhaliq.	The Bank of India Ltd.
	Do.	. . . . 14920 ^a 149230	. . . . 25 (Bonus Shares).	..	Do.	The Bank.
16	Framji Petit Spinning and Manufacturing Co. Ltd.	77 ^a	. . . . 1	..	S. M. Jehangirmian	The Bank of India Ltd.
17	Imperial Bank of India	. . . . 28515 ; 58413/16 ; 51025/34 ; 60591 ; 74088/092 ; 46336/8 ; 55227/8.]	. . . . 26 (Fully Paid)	..	S. M. Jehangirmian	Do.
	Do.	. . . . 17029/068	. . . . 40 (Partly Paid)	..	S. M. Jehangirmian	Do.

18	4 per cent. Debentures Stock, Bombay Telephone Co.	8594	.	.	.	1	960	S. M. Jehangirmian	The Bank India Ltd.
19	6 per cent. Karachi Port Trust Debentures—1956.	1779	.	.	.	1	1,000	S. Abdulkhalil & S. M. Nasiruddin.	Do.
		1780	.	.	.	1	1,000		
		67	.	.	.	1	500		
							2,500		
20	The Bank of India Ltd.	9801; 11607/608; 11865; 14869; 16840/41; 19386; 98534/538; 28195/199; 3178; 23440; 19807/809; 18586; 13361; 29151; 199746/47; 174086/10; 14613/622; 19449/455.	.	.	70	..	S. M. Jehangirmian & S. Abdulkhalil.	Do.	
	Do.	192311/19; 136857/8; 83146; 119815/21; 189764/9; 44701/800; 168446/64.	.	.	144	..	S. M. Jehangirmian.	Do.	
21	Scindia Steam Navigation	282061/85; 402944/68; 11627/51; 389397/401; 246226/42; 248198/200; 956572/637.	.	.	166	..	S. M. Jehangirmian	Do.	
	Do.	2573336/501	.	.	166	..	Do.	The Company	
22	Century Spinning & Manufacturing Co. Ltd.	12493; 10155; 1225; 13220; 4454; 1785/9.	.	.	10	..	S. M. Jehangirmian	The Bank of India Ltd.	
	Do.	12978; 9646; 14872; 14529; 14672; 11445; 7815; 10085; 10904; 13300.	.	.	10	..	S. Abdulkhalil & S. M. Jehangirmian.	Do.	
23	Tata Hydro Electric Power Supply Co. Ltd.	107666/70; 138911/15	.	.	10 ORD.	..	S. M. Jehangirmian, K. S. Mahomed Badruddin and S. Abdulkhalil.	Do.	
24	Gondal Para Co. Ltd.	184/8	.	.	5	..	S. M. Jehangirmian	Do.	

1	2	3	4	5	6	7
25	Kanknarrah Co. Ltd.	11111/15 ; 28148/50 ; 6711/15	15 ORD.	..	S. M. Jehangirmian	The Bank of India Ltd.
	Do.	17778/89	12 'B' ORD. (Bonus Shares)	..	Do.	The Company.
	Do.	21527/31	5 ORD.	..	S. Abdulkhalil & K. S. Mahomed Badruddin.	The Bank of India Ltd.
	Do.	17766/69	4 'B' ORD. (Bonus Shares)	..	Do.	The Company.
26	Hukumchand Jute Mills	297901/40 ; 297991/8000	50 ORD.	..	S. M. Jehangirmian	The Bank of India Ltd.
27	Gourepore Co. Ltd.	4183/87 ; 20558/562	10 ORD.	..	S. M. Jehangirmian	Do.
28	Kamarhatty Co. Ltd.	15631/40 ; 18163/72	20 ORD.	..	S. M. Jehangirmian	Do.
	Do.	13274/389	16 ORD.	..	Do.	The Company.
29	Anglo India Jute Co. Ltd.	38627/46	20 ORD.	..	S. Abdulkhalil & K. S. Mahomed Badruddin.	The Bank of India Ltd.
30	Cheviot Mills Co. Ltd.	12621/45	25 ORD.	..	S. M. Jehangirmian	Do.
31	Auckland Jute Co. Ltd.	1776/85 ; 531/40	20 ORD.	..	S. Abdulkhalil & K. S. Mahomed Badruddin.	Do.
	Do.	9726/30	5 ORD.	..	S. M. Jehangirmian	Do.
32	Clive Mills Co. Ltd.	144581/680	100 ORD.	..	S. M. Jehangirmian & S. Abdulkhalil.	Do.
33	Albion Jute Mills Co. Ltd.	4716/20 ; 7276/80 ; 7871/5 ; 10491/5 ; 10496/500 ; 10826/830.	30 ORD.	..	S. Abdulkhalil & K. S. Mahomed Badruddin.	Do.

34	Tata Iron & Steel Co. Ltd.	23858; 34080; 34126; 39124; 46896.	5 DEF D.	..	S. M. Jehangirmian & S. Abdulkhaliq.
35	New Beerbhoot Coal Co. Ltd.	64121/220; 61681/780; 174056/095; 158447/486; 137538/57.	300 ORD.	..	S. M. Jehangirmian & S. Abdulkhaliq. Do.
36	Bengal Coal Co. Ltd.	2206/210; 2946/50; 28304/306; 35954/55; 21516/520.	20	..	S. M. Jehangirmian & S. Abdulkhaliq. Do.
37	United Provinces Electric Supply Co. Ltd.	20185/209; 20260/284	50	..	S. M. Jehangirmian & S. Abdulkhaliq. Do.
	Do.	41763/41799	37	..	Do. The Company.
			(Bonus shares).		
38	Benaras Electric Light & Power Co. Ltd.	103116/215; 56201/230; 33891/915; 144489/513; 143369/376; 48056/060; 152265/268; 152279/281.	200	..	S. M. Jehangirmian & S. Abdulkhaliq. The Bank of India Ltd.
39	Amalgamated Coalfields Ltd.	46972/071; 63901/950; 64201/225; 91135/59.	200	..	S. M. Jehangirmian & K. S. Abdul-khaliq. Do.
40	Agra Electric Supply Co., Ltd.	11764/813	50	..	S. M. Jehangirmian and K. S. Abdul-khaliq. Do.
	Do.	17757/72	16	..	Do. The Company.
			(Bonus Shares).		
41	Patna Electric Supply Co. Ltd.	132817/875; 36505/529; 37710/ 719; 103378/383.	100	..	S. M. Jehangirmian and S. Abdulkhaliq. The Bank of India Ltd.
42	Raneeunge Coal Association Ltd.	8010/209	200	..	S. M. Jehangirmian and S. Abdulkhaliq. Do.
	Do.	..	200	..	Do. The Company.
			(1948 Issue).		
43	Pench Valley Coal Co. Ltd.	6981/7080	100	..	S. M. Jehangirmian and S. Abdulkhaliq. The Bank of India Ltd.
44	Dacca Electric Supply Co. Ltd.	35648/745	100	..	S. M. Jehangirmian and S. Abdulkhaliq. Do.
	Do.	42606/71	66 PREF.	..	Do. Do.

1	2	3	4	5	6	7
45	Bank of Baroda Ltd.	44836/850; 24359/363; 44329/331; 57994/95; 25582/588; 25602/609; 6280/64; 54166/170; 6616/19; 6747/49; 7788/89; 8372; 8931/32; 9355/6; 9861; 10955; 49869; 13444; 1777; 19778/79; 26789/792.	75	..	S. M. Jehangirmian The Bank of India Ltd. and K. S. Abdul-khaliq.	
46	Equitable Coal Co. Ltd.	32221/270; 163439/463; 163469/493; 31871/895; 2561/70; 180457/471; 27664/66; 10746/760; 136191/20; 161392/393.	200 ORD.	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
47	East India Coal Co. Ltd.	119801/825; 119441/465; 81561/610; 58081/130; 41526/575.	200 ORD.	..	Do.	Do.
48	Burma Corporation Ltd.	369667/766	100	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
49	Reserve Bank of India	489551/555; 172881/885; 223011/015; 26527/531.	20	..	S. Abdulkhaliq	Do.
50	Associated Cement Cos. Ltd.	565171/75; 401733/737; 399327/29; 643516; 401738.	15	..	K. S. Abdulkhaliq	Do.
	Do.	N1053417/23; N1055557	8	..	Do.	Manager, Mangrol State.
51	Orient Jute Mills Co. Ltd.	6201/225	25 ORD.	..	S. M. Jehangirmian and S. Abdulkhaliq.	The Bank of India Ltd.
52	New Victoria Mills Co. Ltd.	373916/4015; 198076/125; 198126/275; 134066/155; 118326/335; 118696/785.	500 PREF.	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.

53	Dalhousie Jute Co. Ltd.	22368	1 ORD. (Bonus Shares)	..	S. M. Jehangirmian and K. S. Abdul- khaliq.	The Bank of India Ltd.
	Do.	1566/70 ; 19231/232	7 ORD.	..	S.M. Jehangirmian	Do.
	Do.	4801/05 ; 3506/10 ; 3486/95 ; 15581/590.	30 ORD.	..	S. Abdulkhaliq and K. S. Mahomed Badruddin.	Do.
	Do.	..	12 (Bonus shares) (Fully Paid)	..	Do.	The Company.
54	South Madras Electric Supply Corporation, Ltd.	46485/574	90 54% IL Cum PREF.	..	S. M. Jehangirmian and S. Abdulkhaliq.	The Bank of India Ltd.
	Do.	149666/845	180 ORD.	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
55	Burrakur Coal Co. Ltd.	429408/409 ; 446874/883 ; 429155/164 ; 331367/378 ; 356762/777 ; 181925/2024 ; 296542/566 ; 310119/143 ; 413937/941 ; 135576/800 ; 213815/824 ; 213754/763 ; 57601/700.	350 ORD.	..	S. M. Jehangirmian and S. Abdulkhaliq	Do.
56	All interest and dividends remaining unpaid or compensation either in cash or in securities or shares or both in respect to all or any of the above said shares or securities.					
57	All Bonus shares, coupons or new shares to the issue or allotment of which the holder became entitled by virtue of the holding of all or any of the above items.					

(d) Investments made by Shaikh Jehangirmian.

1	3% Madras Government Loan 1953.	BY000050	1	10,000	S. Abdulkhaliq and S. M. Nasiruddin.	The Bank of India Ltd.
		BY000049	1	6,000		
		BY000047	1	1,000		
		BY000048	1	1,000		
		BY000046	1	100		
				17,100		

1	2	3	4	5	6	7
Rs.						
2	4% Government Loan 1960-70.	BY018434	.	1,000	S. Abdulkhaliq and S. M. Nasiruddin.	The Bank of India Ltd.
		BY018435	.	1,000		
		BY018436	.	1,000		
		BY018437	.	1,000		
		BY018534	.	1,000		
		BY018535	.	1,000		
		BY018536	.	1,000		
		BY018537	.	1,000		
		BY018538	.	1,000		
		BY018539	.	1,000		
		BY018540	.	1,000		
		BY018541	.	1,000		
		BY034338	1	1,000	S. M. Jehangirmian	Do.
		BY034339	1	1,000	S. Abdulkhaliq and S. Mahomed Bad- ruddin.	
				14,000		
3	4½% Government Loan 1955-60	BY009781	.	25,000	S. Abdulkhaliq and S. M. Nasiruddin.	Do.
4	5% Government Loan 1945-55	B135006	.	10,000		
		164662	.	10,000		
		B150148	.	5,000	S. M. Jehangirmian	Do.
		B164656	.	1,000	K. S. Abdulkhaliq	
		B105258	.	1,000	and K. S. Mahomed	
		B105259	.	1,000	Badruddin.	
		B105260	.	1,000		
		155123	.	1,000		
		155124	.	1,000		
		155125	.	1,000		
		B164661	.	500		
				32,500		

							R.s.		
5	5% Government Loan 1945-55	B179863	.	.	.	1	10,000	S. Abdulkhalilq.	Do.
		B179864	.	.	.	1	10,000	S. M. Nasiruddin and	
		B179865	.	.	.	1	5,000		
		B179866	.	.	.	1	5,000	K.S. Mahomed Badruddin.	
							30,000		
6	5% Government Loan 1945-55	B135008	.	.	.	1	10,000	S. M. Jehangeermian	Do.
		B171578	.	.	.	1	5,000	and S. Mahomed	
		B171579	.	.	.	1	5,000	Badruddin.	
							20,000		
7	5% Government Loan 1945-55	B139202	.	.	.	1	25,000		
		B179402	.	.	.	1	10,000		
		B095748	.	.	.	1	10,000		
		B164645	.	.	.	1	5,000		
		B121758	.	.	.	1	4,000	S. M. Jehangeermian	Do.
		B121757	.	.	.	1	3,000	and K.S. Abdulkhalilq.	
		B150200	.	.	.	1	1,000		
		B113039	.	.	.	1	1,000		
		B113044	.	.	.	1	1,000		
		B113045	.	.	.	1	1,000		
		B113046	.	.	.	1	1,000		
		B113047	.	.	.	1	1,000		
							63,000		
8	Amalgamated Coalfields Ltd.	25162/186	.	.	.	25	..	S. M. Jehangeermian	Do.
								and S. Abdulkhalilq	
9	Kanknarrah Co. Ltd.	13351/55 ; 19879/82 ;				10 ORD.	..	S. Abdulkhalilq	Do.
	Do.	17790/97	.	.	.	8 'B' ORDY.	..	Do.	The Company.
10	Century Spinning and Manufacturing Co. Ltd.	1948 ; 6728/6730 ; 17737	.	.	.	5 ORDY.	..	S. M. Jehangeermian	The Bank of India
								and S. Abdulkhalilq.	Ltd.
11	Barnagore Jute Factory Co. Ltd.	56634/38 ; 76026/30	.	.	.	10 ORD.	..	S. M. Jehangeermian	Do.
								and S. Abdulkhalilq.	
12	Travancore Rubber Ltd.	26464/563 ; 49132/228	.	.	.	197	..	S. Abdulkhalilq	Do.

1	2	3	4	5	6	7
13	British India Corporation Ltd.	3836024/123 ; 2261268/1367	200 ORD.	..	S. M. Jehangeerian and S. Abdulkhaliq.	The Bank of India Ltd.
14	Kothari Textiles Ltd.	29585/609 ; 1101/1200	125 ORD.	..	S. Abdulkhaliq	Do.
	Do.	24112/36 ; 14957/15056	125 PREF.	..	Do.	Do.
	Do.	92363/92562 ; 85361/85410	250 Bonus Shares.	..	Do.	Manager Mangrol State.
15	Midnapore Zamindari Co. Ltd.	24921/45 ; 46195/219 ; 66729/33 ; 84801/25 ; 85151/75 ; 85531/50 ; 67982/68006 ; 52396/420.	175 ORD.	..	S. M. Jehangeerian and S. Abdulkhaliq.	The Bank of India Ltd.
	Do.	4251/75	25 PREF.	..	Do.	Do.
16	Champadany Jute Co. Ltd.	2791/95	5	..	S. M. Jehangeerian and S. Abdulkhaliq.	Do.
17	Bombay Burmah Trading Corporation Ltd.	518 ; 4335 ; 10207 ; 18928/30 ; 22368 ; 23892 ; 31115 ; 33211.	10 ORD.	..	S. Abdulkhaliq	Do.
18	Bombay Dyeing and Manufacturing Co. Ltd.	11903 ; 19667 ; 21309 ; 21516	4	..	S. M. Jehangeerian and S. Abdulkhaliq.	Do.
19	Tata Power Co. Ltd.	25966 ; 29540 ; 26128 ; 30413 ; 30414 ; 9314 ; 5840/841 ; 32598 ; 24772 ; 27209 ; 1893 ; 10223.	13 ORD.	..	S. Abdulkhaliq	Do.
20	Carew & Co. Ltd.	15301/400 ; 147721/820, 166695/744 ; 209525/649.	375 ORD	..	S. M. Jehangeerian & S. Abdulkhaliq.	Do.
	Do.	729/738	10 PREF.	..	Do.	Do.
21	Tide water Oil Co. (India) Ltd.	58101/200 ; 55901/56000	200 ORD.	..	S. Abdulkhaliq	Do.
22	Fort Williams Jute Co. Ltd.	3876/900 ; 10801/25	50 ORD.	..	S. Abdulkhaliq	Do.
23	Bank of Baroda Ltd.	112441/465	25	..	S. M. Jehangeerian and S. Abdulkhaliq.	Do.

24	Indian Iron & Steel Co. Ltd.	439100/474 ; 1102867/902 ; 1173603/42 ; 2214357/76 ; 2341676/90 ; 1764097/142 ; 1802802/609 ;	1094819/58 ; 1171333/532 ; 1371895/958 ; 2287504/608 ; 2480019/38 ; 1692188/233 ;	1015 ORD.	..	S. Abdulkhaliq	The Bank of India Ltd.
25	British Ceylon Corporation Ltd.	214651/750 ; 96101/200	..	200 ORD.	..	S. Abdulkhaliq and S. M. Nasiruddin	Do.
26	Premier Construction Co. Ltd.	59221/225	..	5 ORD.	..	S. M. Jehangeerian and S. Abdulkhaliq.	Do.
	Do.	6159/68	..	10. II PREF.	..	Do.	Do.
	Do.	..	..	25. III PRHF. (Bonus shares)	..	Do.	The Company.
27	Belvedere Jute Mills Co. Ltd.	101/126	..	25 ORD.	..	S. M. Jehangeerian and Zubeda Siddiqi.	The Bank of India Ltd.
28	Pench Valley Coal Co. Ltd.	4041/140 ; 330.	14901/5000 ; 64231/	300	..	S. M. Jehangirian and S. Abdulkhaliq.	Do.
29	National Co. Ltd.	182301/400 ; 301651/700	..	150 ORD.	..	S. M. Jehangeerian and Vezeer-unisa Begum.	Do.
	Do.	34551/600 ; 70101/150	182651/700	150 ORD.	..	S. Abdulkhaliq	Do.
	Do.	138701/50 ; 299151/200	..	100 ORD.	..	S. M. Jehangeerian and S. Abdulkhaliq.	Do.
30	Delta Jute Mills Co. Ltd.	6291/315	..	25 ORD.	..	S. M. Jehangeerian and Hamida Begum.	Do.

1	2	3	4	5	6	7
31	Orient Jute Mills Co. Ltd.	13926/50	25 ORD.	..	S. M. Jehangirmian and S. Abdulkhaliq.	The Bank of India Ltd.
32	Caledonian Jute Mills Co. Ltd.	436/40 ; 8421/25	10 ORD.	..	S. M. Jehangeer-mian and S. Abdulkhaliq.	Do.
34	Burn and Co. Ltd.	40136/140	5 ORD.	..	S. M. Jehangeer-mian and S. Abdulkhaliq.	Do.
35	Jubbulpore Electric Supply Co. Ltd.	87301/500 ;	200	..	S. Abdulkhaliq	Do.
	Do.	178420/519	100 Bonus Shares.		Do.	The Company.
36	Benares Electric Light and Power Co. Ltd.	83966/4065 ; 154701/800 ; 154801/900.	300	..	S. M. Jehangirmian and S. Abdulkhaliq.	The Bank of India Ltd.
37	Cheviot Mills Co. Ltd.	15296/320	25 ORD.	..	S. M. Jehangirmian and Zubeda Sid-diqा.	Do.
38	Bally Jute Co. Ltd.	6831/835	5 ORD.	..	S. Abdulkhaliq	Do.
39	Bengal Coal Co. Ltd.	2531/40 ; 14671/72 ; 18346/50 ; 20047/49 ; 20912/16 ; 22501/05 ; 25383/87 ; 30541/50 ; 38713/17 ; 39819/23.	55	..	S. M. Jehangeer-mian and S. Abdulkhaliq.	Do.
40	United Provinces Electric Supply Co. Ltd.	20135/144	10	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
	Do.	41800/807	8 Bonus Shares	..	Do.	The Company.

41	Steel Corporation of Bengal Ltd.	426894/993 ; 365124/163 ; 103643/652.	150 ORD.	.	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
	Do.	32548/72 ; 4821/845	50 PREF.	.	..	Do.	Do.
42	Spencer & Co. Ltd.	77067/166	100 ORD.	.	..	S. Abdulkhaliq	Do.
	Do.	262167/261	95 B. PREF. 8½%.	.	..	Do.	Do.
43	Hattikhira Tea Co. Ltd.	46891/990	100	.	..	S. Abdulkhaliq	Do.
44	Sendra Coal Co. Ltd.	38131/80 ; 79401/50	100	.	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
45	Agarpara Co. Ltd.	146456/555 ; 296456/555	200 ORD.	.	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
46	Dacca Electric Supply Co. Ltd.	5546/645	100 ORD.	.	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
	Do.	42539/605	67 PREF.	.	..	Do.	Do.
47	New Victoria Mills Co. Ltd.	445003/102 ; 138161/260 ; 540143/242 ; 143226/325 ; 451853/952.	500 PREF.	.	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
48	Singareni Collieries Co. Ltd.	580556/605 ; 608646/95	100	.	..	S. Abdulkhaliq	Do.
49	Birla Jute Manufacturing Co. Ltd.	25301/400 ; 292783/807	125 ORD.	.	..	S. M. Jehangirmian and S. Abdulkhaliq.	Do.
50	Associated Cement Cos. Ltd.	178718/27 ; 401728/32.	278666/75 ; 36	.	..	S. Abdulkhaliq	The Bank of India Ltd.
	Do.	N1053390/N1053403 ; N1053408 ; N1053413 ; N1053416.	N1053404/ 18	.	..	Do.	The Manager, Mangrol.

1	2	3	4	5	6	7
51	Anglo India Jute Mills Ltd.	6871/95 42957/81 ; 46192/201.	10416/20 16504/13;	75 ORD.	Rs.	S. M. Jehangirmian and S. Abdul- khaliq.
52	New India Assurance Co. Ltd.	192259/268	10		Do.	Do.
53	Titaghur Paper Mills Ltd.	53446/545 ; 285321/420	200 'A' ORD.		Do.	Do.
	Do.	15357/456	100 'B' ORD.		Do.	Do.
	Do.	172361/960	100 PREF. ORD.		S. Abdulkhaliq	Do.
	Do.	7575/624	50 PREF.		Do.	Do.
	Do.	10027/31	5 II PREF.		Do.	Do.
54	South Madras Electric Supply Corporation Ltd.	149486/665; 21991/22040	404778/527 46395/484.	230 ORD. 50 PREF.	S. M. Jehangirmian & S. Abdulkhaliq	Do.
	Do.	46395/484.	90 II PREF.		Do.	Do.
55	Bengal Nagpur Cotton Mills Ltd	84751/850; 84951/5050	200 ORD.		S. M. Jehangirmian & S. Abdulkhaliq	Do.
56	Howrah Mills Co. Ltd.	19351/400; 196701/800	150 ORD.		S. Abdulkhaliq.	Do.
	Do.	477076/477300	225 ORD. Bonus Shares.		Do.	The Company.
	Do.	86771/820	50 ORD.		S. M. Jehangirmian & Hamida Begum.	The Bank of India Ltd.
	Do.	478276/478350	75 ORD. Bonus Shares.		Do.	The Company.

57	Central Bank of India Ltd.	171726/30 ; 613626/30 ; 664496/500 ;	599896/900 ; 618301/05 ; 612421/445 ;	50		S. M. Jehangirmian & S. Abdul-khaliq.	The Bank of India Ltd.
	Do.	149231/149240		10 (Bonus shares).		Do.	The Central Bank of India.
58	Peninsular Plantations Ltd.	28706/55		50		S. M. Jehangirmian & S. Abdulkhaliq.	The Bank of India Ltd.
59	Auckland Jute Co. Ltd.	4376/80 ; 8926/30 ; 14253/72.	6751/60 ; 9346/50 ; 12543/47 ;	55 ORD.		S. M. Jehangirmian & S. Abdul-khaliq.	Do.
60	7% Debentures, Midland Rubber & Prod. Co. Ltd.	B/75/82		8/500	4,000/-	S. M. Jehangirmian & S. Abdul-khaliq.	Do.
61	5½% Debentures, South Madras Electric Supply Corporation Ltd.	4405/424			2,000/-	S. M. Jehangirmian & S. Abdul-khaliq.	Do.
62	3% Conversion Loan—1946	BY118062		1	5,000/-	S. Abdulkhaliq & S. M. Nasiruddin	Do.
		BY118063		1	5,000/-	Do.	
63	Ahmedabad Electric Co. Ltd.	70248/257		10 F.P.		S. M. Jehangirmian & S. Abdulkhaliq	Do.
64	Bengal Nagpur Coal Co., Ltd.	991/95 ; 4320 ; 6341/60 ; 6381/400 ; 11576/600 ; 12487/70 ; 18601/25.	100			S. M. Jehangirmian & S. Abdulkhaliq.	Do.
65	Bengal Paper Mills Co., Ltd.	18464/88		25 ORD		S. M. Jehangirmian & S. Abdulkhaliq	Do.
	Do.	44475/549		75 ORD. (Bonus Shares)		Do.	The Company
66	Budge Budge Jute Mills Co., Ltd.	3431/35 ; 4771/75		10 ORD.		S. M. Jehangirmian & S. Abdulkhaliq	The Bank of India Ltd.
67	Bararee Coke Co., Ltd.	49301/400		100. ORD.		S. M. Jehangirmian & S. Abdulkhaliq	Do.

1	2	3	4	5	6	7
68	Bharatia Electric Steel Co., Ltd.	135627/651 ; 60101/200	125 ORD	S. M. Jehangirmian & S. Abdulkhaliq.	The Bank of India Ltd.	
	Do.		31 (Bonus Shares)	Do.	The Company	
69	Cawnpore Sugar Works Ltd.	32071/70	100 ORD	S. M. Jehangirmian & S. Abdulkhaliq.	The Bank of India	
70	Champaran Sugar Co., Ltd.	10071/120 ; 43321/70 ; 136493/ 692.	300	S. M. Jehangirmian & S. Abdulkhaliq.	Do.	
71	Connnaught Mills Co., Ltd.	629/32	4	S. M. Jehangirmian	Do.	
72	Central Kurkand Coal Co., Ltd.	36371/470	100 ORD	S. M. Jehangirmian & S. Abdulkhaliq.	Do.	
73	Howard & Dullough Mills Co., Ltd.	296	1	S. M. Jehangirmian.	Do.	
74	Indian Rubber Manufacturing Co., Ltd.	17230/329 ; 35707/31 ; 37680/ 700 ; 59186/228 ;	207 ORD.	S. Abdulkhaliq.	Do.	
	Do.	80829/897	69 ORD.	S. Abdulkhaliq & S.M. Nasiruddin	Do.	
75	Kohinoor Mills Co., Ltd.	17700/01 ; 18223/25 ; 28985 ;	6	S. Abdulkhaliq.	Do.	
	Do.	55987/972	6 (Bonus Shares)	Do. . . The Company.		
76	Kumardhuli Engineering Works Ltd.	191/200 : 8236/50	25 PREF	S. M. Jehangirmian & S. Abdulkhaliq.	The Bank of India Ltd.	
77	Naihati Jute Mills Co., Ltd.	8939/48 ; 12056/60	15 ORD	S. M. Jehangirmian & Zubeda Siddiqা.	Do.	
78	Nuddea Mills Co., Ltd.	128021/045 ; 6246/270	50 ORD	S. M. Jehangirmian & S. Abdulkhaliq.	Do.	

79	Orient Paper Mills' Ltd.	169811/9107	100·ORD	S. Abdulkhaliq	Do.
80	Providential Insurance Co., Ltd.	1143/52 ; 1306/15	20·ORD	S. M. Jehangirmian & S. Abdulkhaliq	Do.
81	Southern Maharatna Spinning & Weaving Co., Ltd.	817 ; 822 ; 963 ; 3705	4	S. M. Jehangirmian	Do.
82	Sirpur Paper Mills Co., Ltd.	39079/098	20·ORD	S. M. Jehangirmian & S. Abdulkhaliq	Do.
83	Samastipur Central Sugar Co., Ltd.	23801/900	100	S. Abdulkhaliq	Do.
84	West Jamuria Coal Co., Ltd.	60501/600	100	S. M. Jehangirmian & S. Abdulkhaliq	Do.
85	Lothian Jute Mills Co., Ltd.	5868/870	5·ORD.	S. M. Jehangirmian & S. Abdulkhaliq	Do.
86	Tata Iron & Steel Co., Ltd.	26463/64 ; 45226/29 ; 49115 ; 46·ORD 52366/68 ; 94380/84 ; 134957/ 75 ; 134993/98 ; 138356 ; 290603/07	Do.	S. M. Jehangirmian Mahomed Badruddin & S. Abdulkhaliq	Do.
Do.	Do.	4764 ; 6285 ; 8406 ; 8425 ; 9592 ; 17·DEFD 9614 ; 13368 ; 13372 ; 13374/ 75 ; 20449 ; 30161 ; 30785 ; 31202 ; 34736/37 ; 45346.	Do.	Do.	Do.
Do.	Do.	142731/80 ; 226228/32 ; 561677/ 81 ; 665153/57 ; 255981/985 ; 697858/877 ; 55459/463 ; 362782/786 ; 444073/77 ; 524390/394 ; 309863/07 ; 666146/150 ; 346034/036 ; 180550/51 ; 362467/471 ; 589172/176.	135·II·PREF	Do.	Do.
87	Bombay Electric Supply & Tramway Co. Ltd.	153465/74 ; 153870/74 ; 313498/ 522 ; 330966/70 ; 365320/ 29 ; 366980/84 ; 386646/50 ; 391967/71 ; 46206/10 ; 434821/25 ; 510936/40 ; 592466/70 ; 482151/155.	95·ORD	S. Abdulkhaliq	Do.
Do.	Do.	18074/98	25·PREF	S. Abdulkhaliq	Do.

1	2	3	4	5	6	7
88	Bombay Steam Navigation Co., Ltd.	3683; 6884; 7061/63	5·ORD	.	S. M. Jehangirmian & S. Abdulkhaliq, The Bank of India Ltd.	
89	Imperial Bank of India	40042/45; 48440; 60625/26	7·F.P.	.	S. M. Jehangirmian & S. Abdulkhaliq	Do.
90	Bank of India	4629; 8680; 22307; 30712/16; 20 55476; 57431; 72214/18; 153784/88.	.	.	S. M. Jehangirmian & S. Abdulkhaliq	Do.
91	Tata Hydro Electric Power Supply Co., Ltd.	166982/91; 56846/55; 68201/05 50·ORD 102533/42; 108851/56; 122839/40; 124851/53; 131459/60; 142049; 142519/20	.	.	S. M. Jehangirmian Mahomed Badruddin & S. Abdulkhaliq.	Do.
92	Kamarhatty Co., Ltd.	7501/10	10·ORD	.	S. Abdulkhaliq	Do.
	Do.	13390/97	8 (Bonus Shares)	.	Do.	The Company
93	Patna Electric Supply Co., Ltd.	31445/54; 37950/64; 129946/ 95; 142096/120; 148878/902; 194710/15.	131	.	S. M. Jehangirmian & S. Abdulkhaliq	The Bank of India Ltd.
94	Equitable Coal Co., Ltd.	97081/130; 158961/9060; 219110/ 119; 222404/33; 249824/83; 258269/313.	295·ORD	.	S. Abdulkhaliq	Do.
95	East India Coal Co., Ltd.	4186/285; 37151/250; 56406/ 505; 104236/335.	400·ORD	.	S. Abdulkhaliq	Do.
96	Burma Corporation Ltd.	901376/475; 3112996/3095; 1500 4502624/723; 7718550/649; 7829520/619; 8474250/549; 8487440/639; 9243184/283; 9258984/9083; 10579699/798; 106651930/2029; 10842233/ 332; 12290328/402; 10210880/ 904.	.	.	S. M. Jehangirmian & S. Abdulkhaliq.	Do.

97	Dalhousie Jute Co., Ltd.	. 5889 ; 10295/98 ; 12772/76 ; 15·ORD 19262/266	S. H. Jehangirmian & Hamida Begum. The Bank of India Ltd.
	Do.	6 (Fully Paid)	Do. The Company.
98	Burrakur Coal Co., Ltd.	. 143501/600 ; 294739/838 ; 2 50·ORD 307333/57 ; 339382/906.	S. M. Jehangirmian & S. Abdulkhalq The Bank of India Ltd.
	Do.	8351/4000	Do. Do.
99	Hantapara Tea Co., Ltd.	. 746/55 . . . 10·ORD .	S. Abdulkhalq Do.
100	Ledo Tea Co., Ltd.	. 2026/30 . . . 5 .	S. M. Jehangirmian & S. Abdulkhalq. Do.
101	Hasimara Tea Co., Ltd.	. 36861/85 ; 51501/600 ; 159314/38	S. M. Jehangirmian & S. Abdulkhalq. Do.
	Do.	. 209401/500 ; 313448/497	Do. Do.
		. 150·ORD (Bonus Shares)	
102	Agarpara Co., Ltd.	. 146456/555 ; 296456/555	S. M. Jehangirmian & S. Abdulkhalq. Do.
103	Adamjee Jute Mills Ltd.	. 168661/760 . . . 100·ORD	S. M. Jehangirmian & S. Abdulkhalq. Do.
104	Calcutta Landing & Shipping Co., Ltd.	. 11291/390 ; 50531/630 ; 57611/10	S. M. Jehangirmian & S. Abdulkhalq. Do.
105	Indian Copper Corporation Ltd.	. 571345/444 ; 4641744/93 ; 911189/238 ; 1399551/650 ; 2616810/909 ; 4081936/2038 ; 5456740/839 ; 8034801/900	S. Abdulkhalq. Do.
106	Associated Advertisers and Printers Ltd.	. 4051/100 . . . 50 .	S. M. Jehangirmian & S. Abdulkhalq. Do.
107	Dunlop Rubber Co., (India) Ltd.	. 563215/24 ; 548949/998 . 60·ORD .	S. Abdulkhalq. Do.
	Do.	. 66497/501 . . . 5·II. PREF	Do. Do.

1	2	3	4	5	6	7
108	India General Navigation and Railway Co., Ltd.	52402/26	25.ORD		S. Abdulkhaliq	The Bank of India Ltd.
109	Provincial Union Assurance Co. Ltd.	12936/85	50		S. M. Jehangirmian & S. Abdulkhaliq	Do.
110	Nazira Coal Co., Ltd.	50451/550	100.ORD		S. M. Jehangirmian & S. Abdulkhaliq	Do.
111	Reserve Bank of India	156801/5; 201591/5; 242181/95/35 248941/5; 259191/5			S. Abdulkhaliq	Do.
112	New Manbhum Coal Co., Ltd.	17146/95	50		S. M. Jehangirmian & S. Abdulkhaliq	Do.
	Do.	36965/37014	50		Do.	The Company
113	Katras Jheriah Coal Co., Ltd.	8441/45; 23781/800	25		S. Abdulkhaliq	The Bank of India Ltd.
114	Rangoon Electric Tram & Supply Co., Ltd.	243617/716	100.ORD		S. M. Jehangirmian & S. Abdulkhaliq	Do.
115	Scindia Steam Navigation Co., Ltd.	208858/882; 86824/826; 497953/962; 1439035/59; 486780/789; 270336; 418042.	75		S. M. Jehangirmian and S. Abdulkhaliq.	Do.
116	Triton Insurance Co., Ltd.	19441/45	5		S. Abdulkhaliq	Do.
117	Societe Generale Industrielle De Chandernagor.	184/188	5		S. M. Jehangirmian	
118	All interest and dividends remaining unpaid or compensation either in cash or in securities or shares or both in respect to all or any of the above said shares or securities.					
119	All Bonus shares, coupons or new shares to the issue or allotment of which the holder became entitled by virtue of the holding of all or any of the above items.					

(e) Shares etc. Standing in the name of S. M. Nasiruddin, the Shaikh of Mangrol.

1	Associated Cement Companies, Ltd.	....	100	.	.	S. M. Nasiruddin	S. M. Nasiruddin
2	Do.	Do.	300	.	.	S. M. Nasiruddin and Ahmedzaeman Begum.	Do.
3	Indian Iron & Steel Co., Ltd.	2118443/82; 1424566/614; 1152553/62; 1532614/41; 2127317/416; 1407247/79; 2143011; 1391325/30; 1128617/24; 1434629/33; 2153247/52; 2111062/64; 1749757/806; 1277015/114; 2127217/316; 531077/101.	2126904/13; 2035849/72; 1682898/930; 2112428/32; 1061862/961; 1662447/54; 1747929; 1467196/207; 2117791; 2118483/84; 2131840/45; 1369411/18; 2519172/221; 2496818/917; 531062/76; 1477110/159;	1,000	.	.	S. M. Nasiruddin . Do.

4 All interest and dividends remaining unpaid or compensation either in cash or in securities or shares or both in respect to all or any of the above said shares or securities.

5 All Bonus shares, coupons or new shares to the issue or allotment of which the holder became entitled by virtue of the holding of all or any of the above items.

[F1 (ii)—P/49]

C. GANESAN, Dy. Secy.

New Delhi, the 20th March 1951

S.R.O. 424.—In exercise of the powers conferred by sub-section (3) of section 1 of the Central Provinces and Berar Sales Tax Act, 1947, (Central Provinces and Berar Act XXI of 1947), as applied to the State of Vindhya Pradesh by Government of India in the Ministry of States notification No. S.R.O. 6, dated the 29th December 1950, the Central Government hereby notifies the 1st day of April, 1951 as the date on which the said Act shall come into force in the State of Vindhya Pradesh.

[No. 52-Econ.]

H. C. MAHINDROO, Under Secy.

ORDER

New Delhi, the 20th March 1951

S.R.O. 425.—In exercise of the powers conferred by Article 221 of the Constitution of India, as applied to the States in Part B of the First Schedule by clause (13) of Article 238 thereof, the President, after consultation with the Rajpramukh of Rajasthan, is pleased to order that the Hon'ble Mr. Justice Nawal Kishore shall be paid salary at the rate of Rs. 3,000 per mensem in respect of the period during which he acted as the Chief Justice of Rajasthan High Court.

[No. 51-P.]

V. SHANKAR, Joint Secy.

MINISTRY OF FINANCE
(Department of Economic Affairs)

New Delhi, the 20th March 1951

S.R.O. 426.—In exercise of the powers conferred by sub-sections (2) and (3) of section 8 of the Provident Funds Act, 1925 (XIX of 1925), the Central Government hereby adds to the Schedule to the said Act the name of the Rehabilitation Finance Administration and directs that the provisions of the said Act shall apply to the Provident Fund established for the benefit of the employees of the said Administration.

[No. F.10(47)-F.I/49.1]

S. K. SEN, Dy. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

HEADQUARTERS ESTABLISHMENT

New Delhi, the 19th March 1951

S.R.O. 427.—In exercise of the powers conferred by Section 3 of the Central Board of Revenue Act, 1924 (IV of 1924), the Central Government hereby directs that the following amendment shall be made in the Rules published with the Notification of the Government of India in the late Finance Department (Customs) No. 756, dated the 29th March 1924, namely:—

In rule 3 of the said Rules—

For the words 'of the Secretary to the Board' the words 'of a Secretary or an Under Secretary to the Board' shall be substituted.

[No. 6.]

A. V. VENKATESWARAN, Dy. Secy.

CUSTOMS

New Delhi, the 24th March 1951

S.R.O. 428.—In exercise of the powers conferred by section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby exempts hessian waste used for paper making or as stuffing and packing material from payment of so much of the customs duty leviable thereon when exported from India as is in excess of Rs. 80 per ton provided that the Customs-Collector is satisfied that such hessian waste is not capable of being used for any purpose for which cloth or rope is ordinarily used.

[No. 31.]

New Delhi, the 31st March 1951

S.R.O. 429.—In exercise of the powers conferred by section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby exempts land levellers having a capacity of not more than 3 cubic yards and not depending on power control unit for their operation and the component parts thereof, imported into India from the payment of customs duty leviable thereon.

[No. 36.]

S.R.O. 430.—In exercise of the powers conferred by section 23 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby cancels the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 41-Customs, dated the 31st May 1949.

[No. 39]

CENTRAL EXCISES

New Delhi, the 31st March 1951

S.R.O. 431.—In exercise of the powers conferred by section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendment shall be made in the Central Excise Rules, 1944, namely:—

To rule 14-A of the said Rules, the following words shall be added, namely:—
“and until such duty and penalty are paid, the Collector may in his discretion refuse to permit such person to make further exports of excisable goods in bond.”

[No. 11.]

D. P. ANAND, Dy. Secy.

CUSTOMS

New Delhi, the 31st March 1951

S.R.O. 432.—In exercise of the powers conferred by section 188 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 17-Customs, dated the 17th February 1951, namely:—

In the said notification, for the words “Bombay and Delhi” the words “Bombay, Baroda and Delhi” shall be substituted.

[No. 34.]

K. R. P. AIYANGAR, Joint Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 21st March 1951

S.R.O. 433.—In pursuance of sub-section (4) of section 5 of the Indian Income-tax Act, 1922 (XI of 1922), and in partial modification of its notification No. 32-Income-tax, dated the 9th November, 1946, the Central Board of Revenue directs that the Appellate Assistant Commissioner of Income-tax, ‘C’ Range, Calcutta shall also and the Appellate Assistant Commissioner of Income-tax, ‘B’ Range, Calcutta shall not perform his functions in respect of the persons specified in column 2 of the Schedule hereto annexed for the appeals mentioned in the corresponding entry in column 3 thereof.

SCHEDULE

Serial No.	Name and address of the Assessee	Appeal No. and assessment Year
1	2	3
DISTRICT 1 (2)		
1	Ramchandra Mitra	108/I (2)/50/51 for 1948/49
2	M/s. Singh and Co.	204/I (2)/50/51 for 1946/47

M/s Bejoy Kishna Bose and Ors. Legal Representative of Late Hariharan Bose	181/I (2)/50/51 for 1947/48
4 Do.	182/I (2)/50/51 for 1946/47
Do.	180/I (2)/50/51 for 1948/49
6 M/s. Radha Gobinda Roy C/o Central Hosiery Mill.	88/I (2)/50/51 for 1946/47
7 M/s Kapileswar Oil Mill	183/I (2)/50/51 for 1947/48
8 S.B. Lamba	228/I (2)/50/51 for 1946-47
9 U.C. Tewari	218/I(2)/50/51 for 1946/47

DISTRICT IV(2)

10 M/s Raghunath Prasad Sankarlall	184/IV(2)/50/51 for 1949-50
11 Debai R. Patel	181/IV (2)/50/51 for 1950-51
12 Balai Chand Seal	214/IV (2)/50/51 for 1949-50

CENTRAL CIRCLE VI

13 Babulal M. Thakur	41/C.C.VI/50/51 for 1945-46
14 Do.	27/C.C. VI/50/51 for 1944-45
15 Shamall Sen	10/C.C.VI/50/51 for 1945-46
16 M/s Dalia Tailoring Co. Ltd.	14/C.C.VI/50/51 for 1945-46
17 Do.	46/C.C.VI/50/51 for 1945-46
18 Do.	15/C.C.VI/50/51 for 1946-47
19 Do.	47/C.C.VI/50/51 for 1946-47

DISTRICT I(1)

20 Debidas Shyamll	109/I(1)/50/51 for 1946-47
21 Rammath Bajoria	17/I(1)/50/51 for 1945-46

DISTRICT HOWRAH

22 Jalpa Prosad Singh	58/H.R./50/51 for 1947-48
23 D.N. Jaswal	102/H.R./50/51 for 1949-50
24 Hariprosad Saha	96/H.R./50/51 for 1948-49
25 Kali Charan Brothers	77/H.R./50/51 1949-50

DISTRICT IV(3)

26 M/s Onkermall Kansailall & Co.	139/IV(3)/49/50 for 1945-46
27 Do.	140/IV(3)/49/50 for 1946-47
28 M/s Oswal Jain & Co.	63/IV(3)/50/51 for 1948-49
29 Gouridutt Onkermall	58/IV (3)/50/51 for 1949-50
30 Nanda Kishore Bhowsingka	46/IV(3)/50/51 for 1950-51
31 M/s Oswal Jain & Co.	64/IV(3)/50/51 for 1947-48
32 Kedaz Nath Madan Lall	53/IV(3)/50/51 for 1948-49
33 Ram Chandra Agarwalla	60/IV (3)/50/51 for 1950-51
34 M/s Ramdas Madhoprosad	90/IV(3)/48/49 for 1943-44
35 Surajmall Gurdayal	23/IV(3)/50/51 for 1945-46
36 Do.	50/IV(3)/49/50 for 1944-45
37 Radha Kabra & Ors.	72/A.T. IV(3)/49/50 for 1942-43
38 Ramdas Madhoprosad	54/IV(3)/49/50 for 1944-45
39 Ramchand Agarwalla	59/IV(3)/49/50 for 1949-50
40 Bakta Chand Chaitandas	77/IV(3)/49/50 for 1945-46

COMPANIES DISTRICT IV.

41 M/s Murarka Paint & Varnish Works Ltd.	57/C-IV/49/50 for 1943-44
42 Do.	58/C-IV/49/50 for 1942-43
43 I/s Birla Brothers	1/C-IV/48/49 for 1946-47
44 Do.	51/C-IV/49/50 for 1949-50
45 Do.	42/C-IV/49/50 for 1948-49
46 Do.	27/C-JV/49/50 for 1947-48
47 Do.	10/B.P.T./C-IV/49/50 for C.A.P. P. ending 7-7-48
48 Do.	9/B.P.T./C-IV/49/50 for C.A.P. ending 19-6-47
49 Do.	8/B.P.T./C-IV/49/50 for C.A.P. ending 3-1-47
50 Do.	7/B.P.T./C-IV/49/50 for C.A.P. ending 29-6-46

R.O. 434.—In pursuance of sub-section (4) of section 5 of the Indian Income-tax Act, 1922 (XI of 1922), and in partial modification of its notification No. 32-Income-tax, dated the 9th November, 1946, the Central Board of Revenue directs that the Appellate Assistant Commissioner of Income-tax, 'C' Range, Calcutta shall also and the Appellate Assistant Commissioner, 'E' Range, Calcutta shall not perform his functions in respect of the persons specified in column 2 of the Schedule hereto annexed for the appeals mentioned in the corresponding entry in column 3 thereof.

SCHEDULE

Serial No.	Name and address of the Assessee	Appeal No. and Assessment Year
1	2	3

NON-COMPANIES

1	M/s Bhawanji Topan Madhoji & Co.	5/NC/49-50 for 1945-46
2	Do.	125/N.C./48-40 for 1944-45
3	Do.	4/N.C./49-50 for 1946-47
4	Do.	4/E.P.T./49-50 C.A.P. ended 7-11-42
5	Do.	3/E.P.T./49-50 C.A.P. ended 19-10-41
6	Do.	14/N.C./49-50 (E.P.T.) ended 31-12-44
7	Do.	15/E.P.T./49-50 C.A.P. ended 31-12-45
8	Do.	16/E.P.T./49-50 C.A.P. ended 31-12-46
9	Do.	17/E.P.T./49-50 C.A.P. ended 31-8-47
10	Do.	18/E.P.T./49-50 C.A.P. ended 31-3-48
11	Do.	24/N.C./49-50 for 1947-48
12	Do.	25/N.C./49-50 for 1948-49
13	Do.	26/N.C./49-50 for 1947-48
14	Do.	27/N.C./49-50 for 1948-49
15	Do.	28/N.C./49-50 for 1945-46
16	Do.	29/N.C./49-50 for 1946-47
17	Do.	30/N.C./49-50 for 1947-48
18	Do.	6/E.P.T./50-51 C.A.P. ended 31-12-44
19	Do.	8/N.C./50-51 for 1945-46
20	Do.	46/N.C./50-51 for 1941-42
21	Do.	20/N.C./50-51 for 1943-44
22	Do.	14/E.P.T./50-51 C.A.P. ended 31-12-43
23	Do.	16/E.P.T./50-51 C.A.P. ended 31-12-44
24	Do.	22/N.C./50-51 for 1945-46
25	Do.	21/N.C./50-51 for 1944-45
26	Do.	15/E.P.T./50-51 C.A.P. ended 31-12-42
27	Do.	86/N.C./50-51 for 1949-50
28	Do.	93/N.C./48-49 for 1944-45
29	Do.	113/N.C./48-49 for 1944-45
30	Do.	40/E.P.T./50-51 C.A.P. ended 31-3-46
31	Do.	81/N.C./49-50 for 1945-46
32	Do.	49/N.C./50-51 for 1940-47
33	Do.	44/E.P.T./49-50 C.A.P. ended 13-4-44
34	Do.	12/E.P.T./49-50 C.A.P. ended 7-11-42
35	Do.	33/E.P.T./49-50 C.A.P. ended 21-1-44
36	Do.	13/E.P.T./49-50 C.A.P. ended 28-10-43
37	Do.	54/N.C./49-50 for 1945-46
38	Do.	40/N.C./49-50 for 1942-43
39	Do.	23/N.C./49-50 for 1944-45
40	Do.	60/E.P.T./48-49 C.A.P. ending 31-12-43
41	Do.	16/E.P.T./48-49 C.A.P. ending 31-3-46
42	Do.	30/E.P.T./47-48 C.A.P. ending 31-12-45
43	Do.	22/N.C./48-49 for 1947-48
44	Do.	43/N.C./47-48 for 1946-47

(JALPAIGURI-DARJEELING)

45	M/s Begg Dunlop & Co. Ltd.	63/D.R./49-50 for 1948-49
46	M/s Jethmal Hukumchand	165/J.L./49-50 for 1948-49
47	Do.	166/J.L./49-50 for 1949-50
48	Bijoynagar Tea Co. Ltd.	182/J.L./49-50 for 1949-50
49	Punamchand Bhadani	39/J.L./49-50 for 1947-48
50	Do.	2/J.L./50-51 for 1948-49

S.R.O. 438.—In exercise of the powers conferred by section 4 of the Land Customs Act, 1924 (XIX of 1924), the Central Board of Revenue directs that the following amendment shall be made in its notification No. 35—Customs dated the 1st April 1950, namely:—

In the Schedule annexed to the said notification under the heading 'Bikaner Division' the following entry shall be omitted, namely:—

"4. Lakha Hakam (i) Khatan-Lakha Hakam-Ramuwali (Pakistan).

(ii) Likhmuwala-Lakha Hakam-Ramuwali (Pakistan) and

(iii) Baghencicha-Lakha Hakam-Ramuwali (Pakistan)."

[No. 38]

D. P. ANAND, Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 21st March 1951

S.R.O. 439.—In exercise of the powers conferred by section 22 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), the Central Government hereby directs that the powers conferred on it by sub-section (3) of section 19 of the said Act shall be exercisable also in the State of Madras by the Government of Madras

ORDER

ORDERED that a copy of the above Notification be communicated to all Governments of Parts A and B States (except Jammu and Kashmir), all Chief Commissioners of Part C States including Andaman and Nicobar Islands; all Ministries of the Government of India; Cabinet Secretariat; Prime Minister's Secretariat; Secretary to the President; the Indian Trade Commissioners; all Indian Embassies; the High Commissioner for India, London; His Majesty's Trade Commissioner in India; all Chambers of Commerce and Associations; the Director General of Commercial Intelligence and Statistics, Calcutta; the High Commissioner for India in Pakistan, Karachi; the High Commissioner for Pakistan in India, New Delhi; the Secretary, Indian Tariff Board and the Secretary, Planning Commission.

ORDERED also that it be published in the *Gazette of India*.

[No. PC-2(14)/50.]

B. B SAKSENA, Dy Secy.

MERCHANDISE MARKS

New Delhi, the 31st March 1951

S.R.O. 440.—In exercise of the powers conferred by sub-section (1) of section 12A of the Indian Merchandise Marks Act, 1889 (IV of 1889), and in supersession of the notification of the Central Government in the late Ministry of Commerce, No. S.R.O. 486, dated the 2nd September, 1950, the Central Government, being convinced on enquiry that it is necessary in the public interest so to do, directs as follows:—

1. (a) Subject to the provisions of sub-section (5) of the said section, the classes of goods specified in column 2 of the schedule hereto annexed shall on and after the 1st January, 1952, on importation (where the goods are imported) and at the time of sale, whether by wholesale or retail, have applied to them in the English language an indication of the country in which they were made or produced in the manner specified in the corresponding entry in column 3 of the said schedule.

(b) Where such goods are made or produced in one country and packed in containers made or produced in another the indication shall specify such countries.

(c) Where such goods are partly or wholly made or produced in one country and partly made or produced or finished or processed or embellished or completed in another country or other countries the indication if expressed as "Made abroad" or "Foreign Made" or

"Manufacture of different countries outside India" shall be deemed to be sufficient for the purposes of this notification.

(d) Where such goods are produced in a foreign country but processed or embellished in India, the country of origin and the words "Processed in India" should be indicated.

2. Where due to the smallness of the size of the goods or otherwise it is impracticable to mark the country of origin on the goods themselves, or where it is not possible to do so without adversely affecting the quality of the goods, or without undue expenditure, the indication may be applied on the wrapper, container or label attached.

3. In this notification:—

- (a) The expression "Containers or Coverings" includes a wrapper, cover, band, packet, box, carton, capsule, stopper, cork, top, frame, case, tin, can, phial, bottle, jar, vessel or any other covering or container in or with which the goods of any class specified in the schedule are imported, sold or exposed for sale;
- (b) "Label" includes any ticket, band, card or tag;
- (c) "applied" includes attached, enclosed, annexed, inserted, secured, fastened, stitched or sewn.

SCHEDULE

PART I

Goods made or produced outside India and the State of Jammu and Kashmir and imported into India

Item No.	Class of goods	Manner in which the indication shall be applied
(1)	(2)	(3)
1	(a) Apparatuses and appliances, electric and all kinds, assembled. (b) Parts, spare parts and accessories of apparatuses and appliances, electric and all kinds.	(a) On the goods themselves. (b) On the containers or coverings or otherwise.
2	Glass bulbs and globes including electric incandescent bulbs.	On the goods themselves.
3	Electric cells and batteries of all kinds including primary batteries for dry cells, flash lamps, torch type, motor car batteries, and also plates for motor vehicle batteries.	Ditto.
4	Fountain pen barrels	Ditto.
5	Chemicals, drugs, medicines and pharmaceutical products of all kinds.	On the containers or coverings.
6	Cigarettes	Ditto.
7	Fents	On the goods themselves.
8	Lanterns and lamps of all kinds including electric torches and flashlights and automobile lamps.	On the goods themselves.
9	(a) Machinery of all kinds, assembled. (b) Parts, spare parts and accessories of machinery of all kinds.	Ditto. On the containers or coverings, or otherwise.
10	Piecegoods of cotton, silk, artificial silk, staple fibre, yarn and wool including mixture piecegoods, i.e., piecegoods made out of different kinds of yarns, or piecegoods made out of yarns spun out of mixture of different kinds of textile fibre.	On the goods themselves.
11	Stationery goods, all kinds	On the containers or coverings, or otherwise.
12	Tiles of all kinds	On the goods themselves.
13	Manufactures of wood	Ditto.

(1)	(2)	(3)
14	Toilet preparations of all kinds including soaps.	On the containers or coverings.
15	(a) Wood and timber, in logs (b) Wood and timber in pieces, planks or scantlings.	(a) On the goods themselves. (b) On the bundles, or otherwise.
16	Yarns of cotton, silk, artificial silk, staple fibres and wool, including yarn spun out of mixture with one or more kinds of textile fibres, as well as yarns consisting of strands of different kinds of yarn combined by the process of doubling or twisting.	On the bundles.
17	Iron ingots	On the goods themselves.

PART II
Goods made or produced within India.

(1)	(2)	(3)
1	Cigarettes	On the containers or coverings.
2	Cotton piecegoods excepting handloom cloth	On the goods themselves.
3	Primary and secondary batteries of all kinds such as dry cells for flash lights, radios, etc., and storage batteries of the motor vehicle, train lighting and stationary types, and also plates for motor vehicle batteries.	On the goods themselves.
4	Yarn of cotton, silk, artificial silk, staple fibre and wool, including yarn spun out of mixture with one or more kinds of textile fibres, as well as yarn consisting of strands of different kinds of yarn combined by the process of doubling or twisting.	On bundles.
5	Chemicals, drugs, medicines and pharmaceutical products of all kinds.	On the containers or coverings.
6	Toilet preparations of all kinds including soaps	Ditto.

[No. 301(8)-Tr(MM)/48.]
C. R. NATESAN, Dy. Secy.

MINISTRY OF NATURAL RESOURCES AND SCIENTIFIC RESEARCH

New Delhi, the 19th March 1951

S.R.O. 441.—In pursuance of sub-section (2) of Section 36A of the Indian Electricity Act, 1910 (IX of 1910), the Central Government is pleased to nominate Sri A. N. Khosla, I.S.E., to be Chairman of the Central Electricity Board vice Sri B. K. Gokhale, I.C.S.

[No. E1-II-206(9).]

New Delhi, the 26th March 1951

S.R.O. 442.—In exercise of the powers conferred by the proviso to sub-section (4) of section 1 of the Electricity (Supply) Act, 1948 (Act LIV of 1948), and in partial modification of the notification of the Government of India in the late Ministry of Works, Mines and Power No. E1-II-1(35), dated the 1st June 1950, the Central Government hereby further extends the period of two years referred to in the said sub-section upto the 31st day of March 1952 in respect of all the States except the States of Madhya Pradesh and Delhi

[No. E1-II-1(35).]

A. R. KHANNA, Dy. Secy.

New Delhi, the 21st March 1951

S.R.O. 443.—In exercise of the powers conferred by section 5 of the Mines and Minerals (Regulation and Development) Act, 1948 (LIII of 1948), the Central Government hereby directs that the following amendments shall be made in the Mineral Concession Rules, 1949, namely:—

In the said rules—

(a) In clause (iv) of sub-rule (1) of rule 23 and in rule 27, after the words "any right", the word "title" shall be inserted;

(b) In rule 48, after the words "provisions of this chapter apply", the words "or any right, title or interest in such license or lease" shall be inserted;

(c) In rule 49—

- after the words "mining lease", the words "or any right, title or interest in any such license or lease" shall be inserted;
- the words "or such proportionate part of such fee, rent or royalty as is payable in respect of the right, title or interest transferred" shall be added at the end.

[No. M-II-159(8).]

T. GONSALVES, Dy. Secy.

MINISTRY OF FOOD AND AGRICULTURE

Agriculture

New Delhi, the 24th March 1951

S.R.O. 444.—In exercise of the powers conferred by clause 9 of the Sugar & Gur Control Order, 1950, the Central Government is pleased to direct that the following further amendments shall be made in the late Ministry of Agriculture Notification No. S.R.O. 792, dated the 19th October 1950:—

In "The Schedule" to the said Notification—

- Under the column "Designation of Officer" after the entry, "All District Magistrates in West Bengal",
Add "Director of Rationing & Distribution, West Bengal",
"Special Officers of Rationing, West Bengal",
"Assistant Controller of Sugar, West Bengal",
"Sub-Divisional Officers and Sub-Divisional Controllers, West Bengal."

Under the column "Extent of Powers", against the above entries

Add "All except in respect of producers of sugar by vacuum pan process".

- Under the column "Designation of Officers" after the entry "Director of Civil Supplies, Himachal Pradesh",

Add "All District Magistrates in Himachal Pradesh",

Under the column "Extent of Powers", against the above entry—

Add "All except in respect of producers of sugar by vacuum pan process."

[No. SV-105(3)/50-51.]

S.R.O. 445.—In exercise of the powers conferred by clause 11 of the Sugar and Gur Control Order, 1950, the Central Government is pleased to direct that the following further amendments shall be made in the late Ministry of Agriculture Notification No. S.R.O. 792A, dated the 19th October 1950, published in the Gazette of India Extraordinary:—

In "The Schedule" to the Notification—

- Against item "2. Bihar" under column (2)—
After the words "(ii) All District Magistrates",
Add "including Additional Deputy Commissioners, Chaibasa and Dhanbad and Additional District Magistrate, Saharsa".
- Against item "9. West Bengal" under column (2)—
Add "(iii) Director of Rationing and Distribution, West Bengal",
"(iv) Special Officers of Rationing, West Bengal",
"(v) Assistant Controller of Sugar, West Bengal",
"(vi) Sub-Divisional Officers and Sub-Divisional Controllers, West Bengal".

Against the entries (iii) to (v) above, under column (3)—

Add "8".

Against entry (vi) above, under column (3)

Add "8, acting under general or special directions of the concerned District Magistrates in respect of any matter in this behalf".

[No. SV-105(3)/50-51.]

N. T. MONE, Joint Secy.

New Delhi, the 31st March 1951

S.R.O. 446.—In exercise of the powers conferred by clause 2(a) of Vegetable Oil Products Control Order 1947, as subsequently amended vide Ministry of Agriculture Notification No. 2-VP(2)/48, dated the 9th October 1948, the Vegetable Oil Products Controller for India is hereby pleased to confer upon the officers specified in Col 2 of the schedule hereto annexed in respect of their respective jurisdiction in the State mentioned in Column 1, the powers of the Controller under clause 8-A of the said Order.

THE SCHEDULE

State (1)	Designation of authority (2)
Madhya Bharat	
	1. Director of Civil Supplies, Madhya Bharat.
	2. Deputy Director of Civil Supplies, Madhya Bharat.
	3. Regional Controllers of Civil Supplies and Textiles, Gwalior, Ratlam, Ujjain, Guna and Indore.
	4. All Subas of the Districts of Madhya Bharat.
	5. Controller of Enforcement, Food and Civil Supplies, Madhya Bharat.
	6. Superintendent, Enforcement, Food and Civil Supplies, Madhya Bharat, Indore.

[No. 2-VP(2)/31.]

N. T. MONE,

Vegetable Oil Products Controller for India.

MINISTRY OF HEALTH

New Delhi, the 26th March 1951

S.R.O. 447.—The following draft of further amendments to the Drugs Rules, 1945, which it is proposed to make in exercise of the powers conferred by sections 12 and 33 of the Drugs Act, 1940 (XXIII of 1940), is published as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 30th June 1951.

2. Any objections or suggestions which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

Draft Amendment

In the said Rule—

(1) In rule 65—

- (i) for the words "qualified person" wherever they occur, the words "registered pharmacist" shall be substituted; and
- (ii) for the "Explanation", the following shall be substituted, namely:—
"Explanation.—In this rule, 'registered pharmacist' means a person registered under the Pharmacy Act, 1948."

(2) In entry 5 of Schedule K for the words from "Drugs Supplied" to "for the use of an individual patient" the words "Drugs supplied by a registered medical practitioner to his own patient or on the prescription of another registered medical practitioner for the use of an individual patient." shall be substituted.

[No. F.1-13/48-D.]

J. N. SAKSENA, Under Secy.

MINISTRY OF TRANSPORT

New Delhi, the 24th March 1951

S.R.O. 448.—In exercise of the powers conferred by clause (1) of sub-section (2) of section 52 of the Delhi Road Transport Authority Act, 1950 (XIII of 1950), the Central Government hereby makes the following rules, namely:—

1. **Short title.**—These rules may be called the Delhi Road Transport Authority (Audit) Rules, 1951.

2. Definition.—In these Rules unless the context otherwise requires,—

“Audit Officer” means the Comptroller and Auditor-General of India or any officer subordinate to him who is entrusted with the duty of auditing the accounts of the Authority by the Comptroller and Auditor General of India.

3. Time and manner of audit.—(1) The Audit Officer shall arrange for concurrent audit as well as audit of the annual accounts of the Authority.

(2) The Central Government may at any time order special audit of the accounts of the Authority, if it deems it necessary.

(3) The annual accounts shall be completed and kept ready for audit, by the Authority before the fifteenth of June each year following the close of the financial year to which they relate:

Provided that on the application of the Authority, the Central Government may extend the said date by a period not exceeding thirty days.

4. Powers of the Audit Officer.—(1) The Audit Officer shall at all reasonable times have access to all papers, books, records, files and accounts of the Authority and may, for the purposes of the audit, call for such explanation and information as he may require from the Authority or examine any officer or servant of the Authority.

(2) Without prejudice to the generality of the foregoing power, the Audit Officer may—

(i) by written notice, require the production before him or before any officer subordinate to him, of any document which he may consider necessary for the proper conduct of his audit;

(ii) by written notice, require any person accountable for, or having the custody or control of, any such document, to appear in person before him or before any officer subordinate to him; and

(iii) require any person so appearing before him or before any officer subordinate to him to make and sign a declaration with respect to such document or to answer any question or prepare and submit any statement.

5. Audit report on annual accounts.—(1) The Audit Officer shall audit the annual accounts and give his report to the Authority within two months of the submission of the said accounts by the Authority:

Provided that on the application of the Audit Officer, the Central Government may extend the period by such further period as it may deem necessary.

(2) The Audit Officer shall state in the audit report on annual accounts, whether in his opinion, the Balance Sheet is a full and fair Balance Sheet containing all necessary particulars and properly drawn up so as to exhibit a true and correct view of the state of the Authority's affairs and in case he has called for any explanation or information from the Authority or any of its officers or servants, whether it has been given and whether it is satisfactory.

6. Correction in audited accounts.—After the accounts are audited, no correction shall be made therein, without reference to the Audit Officer.

7. Cost of Audit.—The cost of audit as determined by the Audit Officer shall be paid by the Authority out of its funds.

[No. 51-TAG(43)/50.]

T. S. PARASURAMAN, Dy. Secy.

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 19th March 1951

S.R.O. 449.—In exercise of the powers conferred by section 47 of the Indian Railways Act, 1890 (IX of 1890) read with the notification of the Government of India in the late Department of Commerce and Industry, No. 801, dated the 24th March 1906, the Railway Board hereby directs that the following further amendment shall be made in the General Rules for all open lines of Railways in India, published

With the notification of the Government of India in the late Railway Department (Railway Board) No. 1078-T, dated the 9th March 1929, namely:—

In the schedule appended to Part III of the said Rules against S. No. 66, in clause (f), column 3, between the words "outside diameter" and "and complying", the following shall be inserted:—

"or 6'-9 $\frac{1}{2}$ " long, 2'-6 1/8" or 2'-6 13/16" outside diameter."

[No. 1137-T.G.]

New Delhi, the 26th March 1951

S.R.O. 450.—In exercise of the powers conferred by sub-section (1) of section 71E of the Indian Railways Act 1890 (IX of 1890), and in supersession of the Railway Servants (Hours Employment) Rules, 1931, the Central Government hereby makes the following rules for the regulation of hours of employment and periods of rest of railway servants, namely:—

1. **Short title and commencement.**—(1) These rules may be called the Railway Servants (Hours of Employment) Rules, 1951.

(2) They shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

2. **Definition.**—In these Rules, unless the context otherwise requires:—

- (a) "Act" means the Indian Railways Act, 1890 (IX of 1890);
- (b) "Chapter" means a Chapter of the Act;
- (c) "excluded staff" means the staff described in sub-rule (2) of rule 3;
- (d) "intensive worker" means the staff described in sub-rule (2) of rule 5;
- (e) "section" or "sub-section" means a section or sub-section of the Act.

3. **Application of Chapter VIA of the Act.**—(1) The provisions of Chapter VIA (Sections 71A to 71H) of the Act shall apply to all classes of railway servants except:—

(a) Railway servants who are subject to the Factories Act, 1948, the Indian Mines Act, 1923, or the Indian Merchant Shipping Act, 1923;

(b) excluded staff.

(2) The excluded staff referred to in clause (b) of sub-rule (1) shall consist of railway servants who fall under any of the following classes, namely:—

- (i) supervisory staff;
- (ii) certain sections of the staff of the Health and Medical Departments such as Assistant Surgeons, Sub-Assistant Surgeons, Matrons and Sisters-in-charge;
- (iii) persons employed in a confidential capacity;
- (iv) saloon attendants;
- (v) care-takers of rest-houses, reservoirs and other railway property, whose employment is declared by the Head of the Railway to be exceptionally light on the ground that the total effective work in 24 hours amounts to less than 6 hours;
- (vi) gate-keepers of C class level crossings where the gates are normally closed against road traffic, whose employment is declared by the Head of the Railway to be exceptionally light on the ground that the total effective work in 24 hours amounts to less than 6 hours;
- (vii) armed guards or other police personnel subject to military or police discipline, as the case may be;
- (viii) staff of the railway schools imparting technical training or academic education.

(3) If any question arises in respect of a declaration made by the Head of the Railway under clauses (v) and (vi) of sub-rule (2) or as to whether a person holds a position of supervision or management or are employed in a confidential capacity, the matter shall be referred:—

- (a) in a case falling under clause (i) of sub-rule (2), to the Central Government, whose decision shall be final;
- (b) in a case falling under clauses (v) and (vi) of sub-rule (2), to the Regional Labour Commissioner, whose decision subject to an appeal to the Central Government, shall be final.

4. Classification of employment of railway servants.—(1) The employment of all railway servants shall be declared by the General Manager of a railway administration into the following categories, namely:—

- (i) intensive;
- (ii) essentially intermittent;
- (iii) excluded staff;
- (iv) continuous, that is to say, employment which does not fall under any of the aforesaid three categories.

(2) The employment of a railway servant shall be held to be 'intensive' when it has been declared to be so by the authority empowered in this behalf on the ground that it is of a strenuous nature involving continuous concentration or hard manual labour with little or no periods of relaxation.

5. Limitation of hours of work.—(1) A railway servant whose employment is classified as intensive shall not be employed for more than 45 hours a week on the average in any month.

(2) A railway servant whose employment is continuous shall not be employed for more than 54 hours a week on the average in any month.

(3) A railway servant whose employment is essentially intermittent shall not be employed for more than 75 hours a week.

6. Periodic rest.—(1) Subject to the provisions hereinafter contained, the following classes of railway servants shall be granted rest, each week, commencing on Sunday, on the following scale, namely:—

- (i) intensive and continuous workers—a minimum of 30 consecutive hours;
- (ii) essentially intermittent workers—a minimum of 24 consecutive hours including a full night.

(2) "Excluded Staff" shall be given at least one period of rest of 48 consecutive hours in a month or one period of 24 consecutive hours in each fortnight.

7. Periodic rest on less than the normal scale.—(1) Loco and Traffic Running Staff may be granted periods of rest on a scale different from that laid down in rule 6. They shall enjoy four periods of rest of not less than 30 consecutive hours or five periods of rest of not less than 22 consecutive hours in a month.

(2) Mates, Keymen and Gangmen, whether employed on lines under construction or for the maintenance of permanent way, and artisans and unskilled labour employed for temporary purposes shall enjoy in each week commencing on Sunday a calendar day's rest or, at the discretion of the railway administration, an equivalent number of consecutive days up to a limit of three.

(3) Other staff on duty in running trains may be given periodic rest as indicated in sub-rule (1).

8. Compensatory periods of rest.—(1) A railway servant exempted under the provisions of sub-section (3) of section 71D from the grant of periods of rest shall not be required to work for more than 14 days without a rest of at least 30 consecutive hours.

(2) Exemption under the provisions of sub-section (3) of section 71D of the Act shall not be granted except by an order in writing made by the General Manager of a railway administration or an officer authorised by him in this behalf.

9. Power to grant temporary exemptions.—Subject to the provisions of sub-section (3) of section 71C and sub-section (3) of section 71D of the Act, the General Manager of a railway administration or an officer authorised by him in this behalf may grant temporary exemptions in respect of any railway servant or class of railway servants from the provisions of rules 3, 6 and 7.

10. Notice of hours of employment.—A railway administration shall make known to railway servants the duration of hours of employment and the incidence of periods of rest by displaying in a conspicuous place where such servants work, duty lists, rosters or other similar documents.

11. Publication of rules.—Every railway administration shall display in a conspicuous place at each station of its railway a copy of Chapter VIA of the Act and of these rules.

[No. E(Adj)50/3.]

S. S. RAMASUBBAN, Secy

MINISTRY OF LABOUR

New Delhi, the 20th March 1951

S.R.O. 451.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the Industrial Tribunal, Calcutta in the industrial dispute between the Habib Insurance Company Limited, Bombay and their workmen:—

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

6, ESPLANADE EAST, CALCUTTA-1.

BEFORE SHRI K. S. CAMPBELL-PURI, B.A., LL.B., CHAIRMAN

Reference No. 167 of 1950.

PARTIES

Habib Insurance Company Ltd., Bombay

AND

35 of their workmen in respect of payment of gratuity whose services were terminated by the Company.

APPEARANCES

Shri S. S. Dighe, Counsel, assisted by Shri B. K. Virani, President, Staff Union of the Habib Insurance Company Ltd., Bombay.

Shri N. A. Palkiwala, Counsel, assisted by Shri B. K. Daphtry, for the Insurance Company.

AWARD

By Notification No. LR.90(39), dated 31st October 1950, the Central Government, Ministry of Labour, referred to me the dispute for adjudication under Section 10(1) clause (c) of the Industrial Disputes Act, 1947 in respect of payment of gratuity to 35 workmen of Habib Insurance Company whose services were terminated by the said Company. It appears that it was not deemed necessary to formulate any specific issues in the matter and the reference was made in general terms in respect of the payment of gratuity.

Notices were issued to the parties on the 20th November 1950 directing the workmen to submit their statements of claim on or before the 5th December 1950; and the employers to file their written statement within 10 days thereafter in answer to the claims of the workmen. Both sides failed their respective statements in pursuance of the notice and on the completion of the pleadings, the hearing of this Reference was fixed at Bombay [as desired by the Ministry of Labour in their letter D.O. No. LR-90(39), dated 14th November 1950] where the Tribunal had to hold its sittings in the month of January 1951 for the hearing of Bank disputes emanating from Bombay State under Ministry of Labour Reference No. LR.2(273), dated 21st February 1950. The hearing of this Reference commenced on the 23rd January 1951 at Barrack No. 4 (Opposite Cricket Club of India), Bombay, and was concluded on the 31st January 1951, although the period fixed for the hearing according to the tentative programme was up to 2nd of February 1951.

Of the 35 employees alleged to have been affected, four of them *viz.* (1) Shri H. E. Bhathena, (2) Shri G. V. Naik, (3) Shri G. Y. Shenolikar and (4) Shri T. K. U. Krishnan had filed individual claims while the President of the Staff Union of the Habib Insurance Company Ltd. filed a statement of claims on behalf of all the workmen through Shri S. S. Dighe, Advocate, High Court, Bombay. These claims, however, at the very outset of the hearing were consolidated and heard collectively in view of the statement made by Shri Dighe, which is reproduced as under:

"The number of the employees who are alleged to have been affected by retrenchment in question is 35 as specified in the Reference and out of these 32 are the members of the Staff Union of the Habib Insurance Company Ltd. and I am authorised to represent their case with the assistance and instructions of Shri Virani, the President of the said Union.

The following three persons are not the members of the Staff Union, as per list filed by the employers, and their cases are not being represented by me:

No. (13) Mr. Raftique Ismail

No. (33) Mr. H. J. Peerbhoy

No. (35) Mr. S. J. Hajeebhoy

The cases of all these 32 persons (except whose names are given above) are to be heard collectively and the relief claimed by all these 32 persons is the same and the evidence which I will adduce in support of the claim be considered as evidence on behalf of the 32 persons.

(Sd.): S. S. DIGHE."

Shri G. V. Naik, Shri G. Y. Shenolikar and Shri H. E. Bhathena, who had filed claims in individual capacity made their appearance on the first day of the hearing but they also authorised the Union to represent their case and stated that they would abide by the conduct of the case by the Staff Union on their behalf as well. The fourth individual case filed by Shri T. K. U. Krishnan was also represented by Shri Dighe, the Staff Union Counsel, and thus the individual cases were also consolidated in the collective representation made by the President of the Staff Union on behalf of the workmen. Accordingly, as described above, the case of 32 persons was heard through the Staff Union of Habib Insurance Company and the remaining three did not file any claim for gratuity.

Shri Dighe furthermore stated at the outset that the sole question for determination was one of gratuity and the other question raised in the claims regarding payment in lieu of accumulated earned leave was not to be pressed as the same did not form a part of the Reference. The Counsel did not ask for framing regular issues in the case and the question of gratuity referred to was considered in general and was discussed in more comprehensive manner than it should have been dealt with in the narrow compass of issues.

The case of the Staff Union as stated by Shri Dighe is as follows: Habib Insurance Company was started in 1942 and most of the employees joined the Company from its very inception. They were working all right but the Company issued notice to all the employees abruptly to the effect that their services will be terminated from 31st January 1950. The employees, thereupon formed a Union of Employees and while protesting against the decision, demanded gratuity for at least four months. No response, however, was forthcoming from the side of the employer and the Employees Union moved the Regional Labour Commissioner (Central), Bombay, on the 12th January 1950; who called upon the employer to file their written statement and a tripartite conference was convened in order to deliberate over the matter. The Company, however, asked some of their employees, more especially the President of the Union, Shri B. K. Virani, to leave the office and the conference failed. The matter was ultimately referred to the Tribunal for adjudication, and it was urged *inter alia* that the employees were not given any due notice before the employer contemplated for the policy of retrenchment in their staff; and in the absence of any retiring benefits, *viz.* bonus, Provident Fund, etc. they were entitled to at least four months salary by way of gratuity.

In support of the claim the following documents were produced and relied upon:

- (1) Letter dated 23rd December 1949 addressed to Shri S. M. Kotian. (Ex. D)
- (2) Letter dated 28th December 1949, sent to the Managing Director by the employees of Habib Insurance Company. (Ex. E)
- (3) Letter dated 10th January 1950 addressed to the Managing Director. (Ex. F)
- (4) Letter dated 12th January 1950, addressed to the Regional Labour Commissioner (Central) Bombay, by the Secretary of the Staff Union of Habib Insurance Company. (Ex. G)
- (5) Letter dated 13th January 1950, addressed to the Conciliation Officer, Bombay, giving the verbatim report of the happening of 12th January 1950. (Ex. H)
- (6) The original certificate of Registration of the Union dated 4th January 1950. (Ex. I).

The learned Counsel did not examine any one of the claimants or any other witness. He filed two Balance Sheets for the years 1947 and 1948 at the close of his case and thereby made an addition in the list of documents relied upon by the Staff Union to substantiate their claim.

On the other hand the Company's case put briefly is that on the partition of the country the business of the Company deteriorated considerably with the result that in or about the month of July 1949 the Manager of the Company called his employees and informed them that the business had very much gone down and that the management was contemplating to close the Bombay Branch; and that they should look out for some other employment wherever they could find. The management, however, allowed them to continue till the end of 1949 in order to avoid the abrupt cessation of their job. It was on the 3rd December 1949 that the employees were served with a written notice to the effect that their services were no longer required

and they were allowed in the course of that period of notice to seek any other employment. Besides this personal notes were also issued in some cases recommending them for re-employment. In January 1950 again they were given another chance of getting themselves re-employed somewhere else and in some deserving cases, some of the employees were allowed to continue till further after January 1950.

Shri Palkiwala, the learned Counsel for the Company, averred that at present only four employees were working in the Life Section in order to maintain the policies which are not yet mature. Regarding other Sections *viz.* Fire, Marine and Accident, the Counsel stated that the Company had transferred their business in favour of another concern and the management was made over to London and Lancashire Insurance Company. Shri Palkiwala on the basis of the above statement concluded that the employees were not only given one month's notice but virtually six months notice when they were verbally informed that the Company was going to close their business in Bombay Branch and that the position of the Company at present was such that it could not afford to bear the burden of compensation or gratuity, etc. Lastly it was stated that the business at Bombay only formed the basis of dispute and the one in Pakistan was not to be considered in this connection and any reference to the financial position of the Company in Pakistan would not be relevant. Shri Palkiwala at the same time admitted that no scheme of Provident Fund or bonus or gratuity was in force in this Company but the Company was bearing a part of the premium due on the insurance policies effected by the employees with the Company.

Reliance was placed on certain documents exhibited (Ex. Nos. 1 to 15) besides the oral evidence of Shri Aval. On the close of evidence a statement showing the approximate benefit derived by the employees of Habib Insurance Company, who utilised the Company's Life Assurance scheme as well as another statement attached with the written statement wherein the names of the employees, the salary with Dearness Allowance, the date of joining the service and that of the termination of the service on the expiry of notice with relative remarks in the column of remarks against each employee were also filed and tendered in evidence. The latter was exhibited No. 16.

Now in view of the fact that the only question referred to the Tribunal is in respect of the payment of gratuity and as such the question of the justifiability of the retrenchment is not open to question; the matter in one sense is short and simple and can only be confined in one issue as to 'whether the employees, who have been affected by the retrenchment, are entitled to any gratuity in consideration of the facts and circumstances under which their services have been terminated'. Shri Palkiwala, however, raised a preliminary objection in regard to the validity of the claim of the employees who have chosen to seek their relief in the form of gratuity only and by no other benefit, *viz.* of compensation, retrenchment relief etc. The objection exactly is that gratuity denotes the benefit which cannot be claimed by an individual and is a sort of retiring benefit which according to the circumstances and exigencies of each individual case is to be considered in generic for all the employees of an institution collectively. The argument in support of the objection was further stressed that in this case the Tribunal was not asked under the Reference to decide the question of gratuity for all the employees of the Company but the matter has rather been referred only for 35 persons affected by retrenchment which does not form the subject of this dispute inasmuch as the retrenchment is not being questioned by the employees and the only relief sought for is for gratuity in the form of four months salary to all 35 employees irrespective of the length of their service or other attending circumstances relating to their employment. It was next argued that gratuity is one of the conditions of service inter-related in the case of staff as a whole and cannot form an isolated item of demand, and that again is always granted as a reward for past service and depends on the length of the service. It was, therefore, emphasised that gratuity cannot be demanded on a flat rate in the case of retrenchment as urged by the other side.

On the contrary Shri Dighe replying to the preliminary objection raised by the Insurance Company argued that gratuity is a payment no doubt for the faithful service rendered by the employees to the employer but the demand could be made even earlier when notice was served upon the employees and furthermore gratuity is a sort of benefit which accumulates to the advantage of the employees on the expiry of certain period say 5, 10 or 15 years and as such the employees cannot be deprived of such benefit even in the case of retrenchment. Shri Dighe adhered to the word 'gratuity' used in the claim as well as in the Reference, and further explained that the employees were entitled to gratuity as gratuity is understood in the legal sense notwithstanding of the fact that their case was not of forced retirement, resignation or matured service, but it was a case of retrenchment.

Reliance was placed on the following awards, published in the Industrial Court Reporter, Bombay, in support of the argument:

- (1) Bombay Cycle and Motor Agency Ltd. Bombay, Vs. Workmen employed under it (pages 1134—1156) (I.C.R. November 1949.)
- (2) General Motors India Ltd. Vs. its workmen (pages 53—62) (I.C.R. January 1949.)
- (3) Premier Automobiles Ltd., Bombay, Vs. Workmen employed under it (pages 761—794) (I.C.R. August 1949.)

In the first authority cited above demand for a scheme of gratuity was made by the workmen and it was contended on behalf of the Company that gratuity was not a term of employment or condition of employment and therefore the demand for gratuity could not form the subject of industrial dispute validly referable to adjudication of the Industrial Tribunal under the Industrial Disputes Act, 1947. It was next contended that as a scheme for gratuity would operate beyond one year the Tribunal had no jurisdiction to make an award beyond that period and also that gratuity could not be awarded where there were already existing Insurance and Provident Fund schemes. The contentions were over-ruled and it was held that demand for gratuity could properly become subject of industrial dispute within the definition in the Industrial Disputes Act, 1947.

In the second authority *viz.* General Motors India Ltd. Vs. its workmen, the decision was arrived at in terms of the settlement agreed between the Company and the employees and as such the same does not furnish a good guide for the purpose of authority.

The third case relied upon *viz.* Premier Automobiles Ltd., Bombay Vs. Workmen employed under it, was also referred to by Shri Palkiwala in his arguments. In this case gratuity was allowed on a modified scale subject to certain conditions regarding the length of service; and I would therefore discuss it presently in the arguments of Shri Palkiwala.

As against the aforesaid legal precedents, Shri Palkiwala, the learned Counsel for the Company, referred to the following awards published in the Industrial Court Reporter, Bombay:

- (1) General Motors (India) Ltd., Bombay Vs. Workmen employed under it (Published in the Industrial Court Reporter, Bombay—December 1949—pages 1199—1228.)
- (2) Ford Motor Company (India) Ltd Vs. Workmen employed under it (Published in the Industrial Court Reporter, Bombay—October/December 1948—pages 811—817.)
- (3) Premier Automobiles Ltd., Bombay, Vs. Workmen employed under it (Published in the Industrial Court Reporter, Bombay—August 1949—pages 761 to 794).

In the case of General Motors (India) Ltd. Vs. Workmen employed under it, the word 'gratuity' was not used but unemployment compensation was granted and it was stressed that it is always fair and reasonable that the employees should be compensated for their involuntary unemployment consequent on the retrenchment by the Company for the reasons personal to it.

Similarly in the other authority relied upon by the learned Counsel *viz.* the case of Ford Motor (India) Ltd. (published in the Industrial Court Reporter—December 1948), the learned Adjudicator observed as follows:—

"The gratuity has been understood hitherto as something granted by an employer gratuitously to his employees as a reward for his fairly long and loyal service. But as has been pointed out by me in my award in the Premier Automobiles dispute, this concept of the term stands sorely in need to-day of being revised, especially when there is the risk of a more rapid and a more frequent turnover of workmen as an inevitable aftermath of the wartime boom".

In the third authority *viz.* Premier Automobiles Ltd., Bombay Vs. Workmen employed under it, the question of **gratuity was more elaborately gone into** and it was held that gratuity could be made available to workmen invariably in the case of death, disability, retrenchment or termination of service due to reasons beyond control. I shall do no better than to quote an extract from the observations made in this award by the learned Adjudicator in the matter of unemployment relief and gratuity and need not elaborate it further:

(Labour Law Journal—July 1949—pages 803—804)

"Whereas it is true, on the one hand, that an employer has the right to expect a fairly long period of honest service on the part of an employee before the latter can claim gratuity, it appeared to me then, as now, equally true and reasonable that there should be a corresponding obligation

upon the employer to see that a permanent employee of his felt secure in his job and emoluments and was not turned out of employment the ground of retrenchment, without adequate provision being made for the period of his enforced unemployment in days when the cost of living had broken all previous record and was soaring to levels still higher, nearly every month. It appears to me, it is time that we revise our concept of gratuity. We must cease to look at it only from the point of view of the employer, as used to be done in the good old days when employees could not conceive having disputes with employers and the term "gratuity" had been associated with the only notion that it was something gratuitously granted by an employer to his employee, in addition to the normal benefits to which he might have become eligible on his retiring after an honest service for a long period. Gratuity should not, at the present day, be permitted to be only a one way benefit as that would be ignoring the very principle on which the necessity to grant gratuity has been recognised."

In all these legal precedents, gratuity of course was not allowed on an uniform flat rate but gratuity or compensation, which word appears to have been used in some cases as an equivalent to the word 'gratuity', was allowed to those who had completed not less than 5 years service or at least 2 years or more; and if Shri Palkiwala meant only by relying upon these authorities that a gratuity cannot be claimed at a flat rate it may be of some avail to him but the authorities cited by him do not support the plea urged in the preliminary objection that gratuity could not be allowed in the case of retrenchment.

At any rate the ratio desendi of the authorities cited by both sides clearly goes in favour of the proposition that gratuity can be claimed in the case of retrenchment of course subject to certain conditions in regard to the length of service. The legal objection raised by Shri Palkiwala, therefore, is devoid of any substance and the same is repelled.

Coming to the merits of the case the employees case as stated above in nutshell is that they are entitled to gratuity on a flat rate as a reward for their faithful service to the Company who brought about the retrenchment to no fault of theirs. They pressed their case on the lines of collective bargaining instead of presenting the case of each individual employee on its particular individual merit; and the Staff Union did not choose to examine any one of the employees, not even the President, Shri Virani, who was present in the course of the hearing and confined the evidence to certain correspondence which ensued between the Staff Union with the management and the Regional Labour Commissioner (Central). Furthermore the Balance Sheets for the years 1947 and 1948 were produced in order to show the financial position of the Company and it was claimed that the Company was in sound financial position and was capable of meeting the demand of the employees so far gratuity was concerned.

On the other hand it was urged on behalf of the Company that when the Staff Union was put to proof as to whether the retrenched employees were entitled to claim gratuity it was incumbent upon the employees or their Union, through whom they were being represented, to establish that they had remained out of employment for a certain period and had suffered some loss on that account. It was also contended from the Company's side that there was no legal presumption that all the 35 employees had not found employment elsewhere and in the absence of any evidence and avoidance of coming into the witness box it was rather to be presumed that that the employees had found employment elsewhere and did not suffer any hardship. It was next urged in this connection that the Company had communicated to them about six months earlier that the Bombay branch was going to be closed and had not only given them all facilities to seek new employment but had rather issued recommedatory letters in more than one case and as such the presumption went in favour of the Company that the employees availed that opportunity which was afforded to them and have since been absorbed elsewhere without incurring any hardship or sufferance of unemployment.

I will now deal with the evidence—oral and documentary adduced by both sides. To begin with the evidence adduced by the Union—Exhibit A is a copy of the Prospectus of Habib Insurance Company and it reveals that the business done in the years 1943 to 1947 extended to Rs. 2,28,94,020, while Exhibit B (Annual Report of Accounts and Balance Sheet for the year 1947) shows under the heading 'Profit and Loss Appropriation Account' that the Directors recommended the payment of a dividend to the extent of Rs. 75,000 @ Re. 1-8-0 per share. Similarly Exhibit C (Annual Report of Accounts and Balance Sheet) for the year 1948 reveals the same amount of dividend viz. Rs. 75,000 for this year. Exhibit D is the copy of an order communicated to one Shri S. M. Kotian advising him that

his services will be terminated from 31st January 1950 while Exhibit E is a letter dated 28th December 1949 addressed by the employees of Habib Insurance Company to the Managing Director wherein a claim for gratuity for at least four months salary was made and his attention was pointedly drawn to the fact that in the absence of any Provident Fund scheme or bonus existing in the Company, the employees expected four months gratuity following their retrenchment. Exhibit F is a reminder of the previous letter Exhibit E. The remaining two documents relied upon (Exhibits G and H) are letters sent by the Staff Union Secretary to the Regional Labour Commissioner (Central) whereby he was moved to take up the matter with the management in respect of the payment of gratuity. The matter as observed above was left for adjudication on this meagre evidence, and Shri Dilge, the learned Counsel for the Staff Union, in the course of arguments urged that in view of retrenchment which was brought about by the Insurance Company cutting short the career of the employees (some of whom had joined the service at the very start of the Company), the demand was justified on obvious grounds and did not require any more evidence because the facts are more or less admitted by the other side and the only point for determination was as to whether the retrenched employees were entitled to gratuity under the circumstances or not.

On the other hand the Company's Counsel adduced considerable documentary evidence and also examined Shri Aval, Resident Secretary. This evidence can be divided into three parts regard being had to the points in support of which this evidence was produced. (1) Regarding Financial position of the Company, the Annual Report of Accounts and Balance Sheet for the year 1948 (Ex. 1) and the Annual Report for the year 1949 (Ex. 2) was relied upon besides the oral evidence of Shri Aval wherein the financial position was further explained; (2) Regarding the procedure adopted by the Company in terminating the services of the employees of Bombay branch and in this connection reliance was placed on the notices, dated 31st January 1950 and 23rd February 1950 (Ex. 12), whereby the members of the staff were informed that those who desired to go were permitted to leave the service and that they will be paid full salary and allowance for the month of January 1950 irrespective of whether they leave the service with previous intimation to the management on any day in the month. In regard to the allegation made by the Company that the employees were communicated about six months earlier, reliance was mainly placed on the oral evidence of Shri Aval, who deposed in this connection as under:

25th January 1951.

"Intimation was given to the staff members in June/July 1949 in regard to the question of the Company and their intention to retrench at least 50 per cent of the staff. The procedure adopted in this connection was that I called all the staff members and informed them. This procedure was also repeated by the Managing Director some days after. All sort of facilities were afforded to the employees for arranging their employment somewhere else and they were told that they could leave office on giving previous intimation to the management, and furthermore in various cases personal notes were also issued by the M. D. in order to enable the employees of this Company to be absorbed somewhere else. In the course of that period about half of the staff used to remain absent for a part of a day and the management did not take any objection to that absence. The formal notice of retrenchment, however, was given on or about the 23rd December 1949 that their services will be terminated from 31st January 1950. In the course of this one month notice the employees were allowed to move about in getting their jobs and the management gave all sort of facilities to get themselves absorbed at other places. On the expiry of the notice period some of the members of the staff who showed their willingness to continue on temporary basis were allowed on the same emoluments. These persons, however, left from time to time whenever occasion arose for getting jobs. The statement giving the names of the employees with their salary, D. A., date of their joining the service and termination of service was got prepared in the office under my instructions and the contents given in column of remarks and other particulars are in accordance with the Company's records and I have verified them (Ex. 16-W). The employees mentioned at No. (22) S. U. Kadri, (29) Mohd. Kaji, and (35) S. J. Hajeebhoy have not left the service of the Company and are still working on temporary basis. Some of the employees have actually been re-employed on the score of recommendatory letters of the Managing Director. To my information majority of the employees who have been retrenched have since been re-employed in other Companies."

The third part of the evidence adduced by the Company comprises of several documents. Of these Exhibit 5 is a letter emanating from Shri T. S. Verekar asking the Company to relieve him from the service as he was to join new employment; while Exhibit 6 is a letter, dated 7th January 1950 addressed by Shri N. V. Patel to the Resident Secretary asking the Secretary to release him from 18th January 1950. Similarly Exhibit 8 is a letter, dated 24th January 1950 of one Ranzaal Zaveri informing the Manager that he wanted to go elsewhere from the first of next month and desired to be relieved from 31st January 1950 on the payment of his salary. As some of the employees volunteered themselves to serve the Company on a temporary basis; their original applications were produced—Exhibits 10, 10A to 10M in evidence as admissions of the employees in support of the plea of good faith on the part of the employer. The only other documentary evidence which may also be taken under this head was in the form of some recommendatory letters Exhibits 13 and 14 which were issued by the Company in the name of Shri Shri Shenolikar and Shri Bhathena in order to enable them to seek employment in other Companies and it was maintained that the bearers took advantage of those letters and have since been re-employed.

Now in the light of this evidence which has been summarised above, the following points arise for serious consideration: (1) whether the gratuity cannot be allowed in the form of retrenchment relief or unemployment compensation; (2) whether the claim for gratuity fails on merits for want of direct evidence regarding unemployment period of each employee and the evidence adduced by the Company cannot be availed of in the determination of individual claims; (3) whether the Company is financially in a position to meet the demand of the employees for gratuity if the same be otherwise held justifiable.

The first question to some extent has already been dealt with, in discussing the preliminary objection regarding validity of claim for gratuity and furthermore there is no dearth of Bombay authority where unemployment benefit in the form of gratuity was awarded. The cases of Messrs. Alcock Ashdown & Co. Ltd. (Industrial Court Reporter, Bombay, 1948—page 772) as well as the Tata Oil Mills Company Ltd. and its workmen (Industrial Court Reporter, Bombay, 1948—page 241) are in point wherein this principle was discussed and it was held that in cases where the Company did not require the services of employees and dispensed with their services for the reason personal to the Company after they have put in a certain period of service they should be compensated by an allowance in the nature of an unemployment benefit. Similarly in the case 'Wallace Flour Mills—published in Bombay Government Gazette of 11th December 1947 (page 4663) and Sholapur Motor Transport Company—published in Bombay Government Gazette of 19th April 1948 (page 1661), this principle of granting compensation as unemployment benefit was recognised in almost similar circumstances. In a recent case of Madras State—in the case of Madras Engineering Works and their workmen (Published in the Labour Law Journal of January 1950) the learned adjudicator awarded compensation at the rate of half a month's salary for every year of service and the management was permitted to close down the works. The other case in point is one of Maxwell Engineering Works and their workmen (published in the Labour Law Journal—March 1950). In this case also in view of the losses incurred by the management, the closure of works was permitted but compensation at half a month's wage and Dearness Allowance for every year of service subject to a maximum of two months was granted.

On the study of all these awards more especially of Bombay State, I am of the considered opinion that a Company which retrenches his employees *en masse* for its own reason cannot possibly be allowed to forego their liability of providing unemployment benefit or compensation to its workmen as had to be retrenched or discharged after putting a number of years service in the Company. The workers right to compensation in cases of discharge or forced unemployment rather appears to me to have been fairly recognised by this time if not well settled in the absence of any social security scheme such as unemployment insurance and I think in all fairness the workers who are thrown out of employment on the closure of a branch for reasons personal to the Company shall have to be compensated subject to certain conditions as said above. Accordingly, my answer to the first point is that even if the Staff Union had confined their demand to the item of gratuity collectively, the demand was much too elastic and by no legal quibbling the unemployment benefit can be denied to them in their individual capacity of course not on a flat rate; inasmuch as gratuity by this time has not remained only an *ex gratia* benefit but it has been recognised now under various awards of the Tribunals as a sort of compensation and reward for faithful service of the employee concerned.

In regard to the second point, the main contention of the Company is that the Staff Union has not adduced any evidence in support of their claim and the one produced was only of formal nature and as such their case should fail for want of evidence. Reliance was placed on a recent decision of the Labour Appellate Tribunal in the case between the National Industrial Works and their workmen (published in Labour Law Journal—January 1951—pages 24-25). In this case the Appellate Tribunal held 'that where the employer has put the employees to strict proof of the period of unemployment, consequent on discharge by employer, the employee should prove the actual period of unemployment in the case and that there can be no legal presumption that the Employees did not find employment elsewhere and had suffered considerable hardship. On the perusal of the facts of that case I however find that the facts are distinguishable inasmuch as in the case of National Industrial Works and their workmen, there was a contract between the parties and the Company was entitled to retrench the workers on serving them 14 days notice or payment of wages for 14 days in lieu of notice and that part of the contract was carried out by the Company. The issue referred for adjudication to the Industrial Tribunal furthermore in that case was as to whether adequate compensation should be given to 117 workers retrenched in the months of February and March 1949 and it was contended on behalf of the Company in that case that the retrenchment of 117 workers was effected after service of proper notice upon them and that it was not a fact that the retrenched employees have not found employment elsewhere. The learned adjudicator in their case held that as it was impossible for the Union to prove that all of them remained unemployed or to prove the period of unemployment and that there was justification for presuming that the discharged workmen could not obtain immediate employment elsewhere and on this ground the Tribunal held all 117 workmen to get compensation and then proceeded to determine the amount of compensation. On appeal their lordships of the Labour Appellate Tribunal came to the conclusion that in the absence of any evidence to show as to whether all or any of the workmen remained unemployed and for what period, it was not just or equitable to award compensation to all of them. Accordingly, the award of the Industrial Tribunal was set aside and it was held that the grounds of retrenchment were sufficient and no compensation was allowed on that account. On the contrary in this case there was no such contract between the parties and the matter is to be determined generally on the basis of permanent service. In this case furthermore the point of unemployment period was not raised in the written statement by the Company much less the employees were put to strict proof of unemployment period. The case was contested on the plea that due notice was given and all facilities were afforded for seeking employment elsewhere and hence the employees were not entitled to any compensation or gratuity. Of course the question of unemployment period may be considered incidentally as one of the relevant factors for the determination of relief, but it was not correct to say or to presume that the employees were put to strict proof of unemployment period consequent on their discharge. I am aware that in this respect the evidence adduced by the Staff Union is of course meagre but the Counsel appears to have adopted this course on the assumption that each one of the discharged person could be allowed gratuity or unemployment benefit on the theory of collective bargaining and any proof regarding the period of unemployment in each case was not necessary. The Company also have not stated that all discharged persons have been re-employed or were employed soon after their discharge and did not suffer for want of employment. Shri Aval in his deposition has only stated that to his information a majority of the discharged employees have since been re-employed and has not claimed that they were absorbed soon after their forced retrenchment. The Company moreover filed a chart along with the written statement giving therein all the particulars in regard to each employee and tendered it in evidence (Ex. 16) which indicates that the Company met the claim of discharged employees in their individual capacity and furthermore adduced documentary evidence to show that so and so had left the service of his own accord. Consequently I find that the evidence brought on the record by the Company cannot be be-passed and can be availed in the determination of the question on the basis of individual claim of each of the retrenched employees.

Coming to the third question viz. as to whether the Company is financially in a position to pay the gratuity to the retrenched employees or not, the material brought on the record consists of Balance Sheets and testimony of Shri Aval, the Resident Secretary. According to the statement of Shri Aval the Company's business in 1943 increased and money was invested in landed property and shares and the estimated yield of this investment was in the region of about one lakh of rupees in the year. He has further deposed that this capital yield for the first four years viz. 1943 to 1946 was wiped off by the underwriting loss in the insurance department or had to be kept as provisions against expected liability with the result that the share-holders could not derive any benefit for investment for all

years. At the same time he has stated that the work increased in 1947 and brought profits to the Company as borne out by the Balance Sheet and Annual Report of 1947 but the Company did not utilise the profits of the Insurance business and the same were carried forward to meet the unexpired risks. This part of the statement in the absence of the actual accounts to show as to what became of the profits gained in the first four years as well as in 1947 and 1948 when the amount of Rs. 75,000 was paid as dividend and how this amount was spent, it is difficult to accept this statement on its face value. The profits were there and to say that the same were kept as provision against expected liability or were wiped off by the underwriting loss in the Insurance Department without giving all those statistical figures in regard to the loss in the Insurance Department, the statement to my mind becomes one sided and the position visualised by Shri Aval for want of all the accounts of the Company, which have not been produced on the excuse that the same are at Karachi (Pakistan) where the head office has been shifted, I am afraid the whole evidence in this connection is to be received with caution. It is an admitted fact that dividend was paid in the years 1948 and 1949 but it was stated that the same was paid not on the basis of profits but from the yield of the capital investment. Coming to the capital investment again it was not shown as to whether what that yield was and as to whether the capital investment was capable of yielding the amount of Rs. 75,000 at all. In regard to the assets of Habib Insurance Company in India, Shri Aval stated that he was not in charge of the landed and share property and other kind of assets and was not in a position to give the valuation because these assets are being looked after by the Rent Former appointed by the Karachi Head Office of this Company. The witness only stated that the assets comprise of immovable properties and some share holdings and the valuation can be gauged from the previous Balance Sheets.

On the perusal of the Balance Sheet for the year of 1949 under the heading "Profit and Loss Appropriation Account", I also find that there was an increase in the business and the book value of landed and house property in India was shown as Rs. 11,99,652. Shri Aval also admitted that this fact was not mentioned at page 2 of the Annual Reports of 1948 and 1949 that the dividend was paid from the yield of capital investment and not on the Trading Profits in the business. In the light of these averments made in the deposition of Shri Aval, what appears to me is that the work in India might have suffered on account of devaluation of rupee but the policy of the Company functioning with its Head Office at Karachi had also been responsible for the deterioration of work in India with the consequent retrenchment of the employees from their service. Looking into all the circumstances present in this case particularly the original financial position of the Company, it can be safely inferred that the retrenchment policy and consequent unemployment of old employees was not the result of merely partition but also owing to the shifting of the Head Office to Karachi and the adoption of the policy not to invest money in India. I am conscious that the Company was not out to close their business in order to retrench the employees, but the retrenchment was rather the direct result of the closure of work. The other aspect of the case to be considered is as to whether the closure was due to any scheme of rationalisation or it was on account of the policy of the management to shift their work mainly to Pakistan. In consideration of all the facts and circumstances, I am of the opinion that the cause was more of the personal nature to the Company than the non-availability of work in India and it is on this finding that the question of the grant of gratuity or compensation benefit shall have to be decided. The only other question for determination in this respect is with regard to the present financial position of the Company and its capacity to pay. As observed above the evidence adduced in this connection shows that although the work of the Company in India has deteriorated yet the Company as a whole is sound enough. Shri Aval in his cross-examination has stated that he was not sure as to how much of the property was situated actually in India and how much in Pakistan and that the Company had disposed of some of the property in India in 1948 and 1949 but he was not in a position to say to what extent. He has also stated that as a matter of fact he cannot separate these assets exclusively as the assets of India. This clearly indicates that the assets are being disposed of in India and the money is being taken to Pakistan and the financial position of the Company for the purpose of compensation or gratuity is to be considered as a whole.

Now reverting to the quantum of compensation, the statement showing the names of the employees, the period of their service etc. (Ex. 16) read with other documentary evidence furnishes a fair data and on its examination the case of the employees can be divided into three categories:

- (1) Those who left the service of their own accord and got re-employed soon after or who agreed to serve on temporary basis of their free will;

- (2) Those who did not put in two years service or were still probationary;
- (3) Those who served the Company for more than two years and were forced to go on account of retrenchment.

In regard to the first category the record reveals that (1) Shri T. S. Verekar mentioned at No. 6 in Exhibit 16 applied to the Managing Director in his letter dated 14th January 1950 (Ex. 5) that he had secured a job with Messrs. Mohan Sons & Co. and desired to be relieved by the 16th instant. Similarly, (2) Shri N. V. Patil mentioned at No. 20 in Exhibit 16 approached the Resident Secretary by his letter dated 17th January 1950 (Ex. 6) that he would be thankful if he be relieved from 18th (tomorrow) as he had secured a job; (3) Another employee Shri Ramzanali Zaver mentioned at No. 32 in the chart (Ex. 16) informed the Manager, Habib Insurance Company by his letter dated 24th January 1950 (Ex. 8) that he intended to serve elsewhere and desired to be paid his salary in full and relieved from 31st January 1950.

The other bunch of employees who volunteered to serve the Company on temporary basis as borne out from the declarations filed are as follows:

- (1) Ex. 10—Shri Walji Chhagan mentioned at No. 30 of the chart (Ex. 16).
- (2) Ex. 10-A—Shri I. A. Mirza mentioned at No. 12 of the chart (Ex. 16).
- (3) Ex. 10-B—Shri T. S. Mahadevan mentioned at No. 10 of the chart (Ex. 16).
- (4) Ex. 10-C—Shri S. S. Kotian mentioned at No. 25 of the chart (Ex. 16).
- (5) Ex. 10-D—Shri A. M. Shalkh mentioned at No. 21 of the chart (Ex. 16).
- (6) Ex. 10-E—Shri A. M. Rupsi mentioned at No. 21 of the chart (Ex. 16).
- (7) Ex. 10-F—Shri H. E. Bhatena mentioned at No. 26 of the chart (Ex. 16).
- (8) Ex. 10-G—Shri A. A. Lakdawalla mentioned at No. 7 of the chart (Ex. 16).
- (9) Ex. 10-H—Shri A. Karmalli mentioned at No. 4 of the chart (Ex. 16).
- (10) Ex. 10-J—Shri K. R. Bhimji mentioned at No. 3 of the chart (Ex. 16).
- (11) Ex. 10-K—Shri Rafique Ismail mentioned at No. 13 of the chart (Ex. 16).
- (12) Ex. 10-L—Shri M. D. Navrange mentioned at No. 23 of the chart (Ex. 16).
- (13) Ex. 10-M—Shri D. A. Kazi mentioned at No. 28 of the chart (Ex. 16).

There are two other employees mentioned in Exhibits 13 and 14 viz.:

- (1) Shri G. Y. Shenolkar mentioned at No. 2 of the chart (Ex. 16).
- (2) Shri H. E. Bhatena mentioned at No. 2 of the chart (Ex. 16).

In whose case letters of recommendation were issued for appointment and it was not denied that they were not re-employed. The name of Shri H. E. Bhatena (26) has been mentioned above also in the category of those who volunteered to serve the Company on temporary basis. Consequently in the case of the 16 employees mentioned above, I do not think that any claim by way of gratuity or compensation can be allowed for the simple reason that either they left the service of their own accord or agreed to continue to work on temporary basis or were re-employed with the active help of the Bank. Their claims are therefore disallowed.

Three employees out of the 35 as per chart (Exhibit 16): (1) Shri S. U. Kadri No. 22 in the chart, (2) Shri Mohd. Haji No. 29 in the chart, (3) Shri S. J. Hajeebhoy No. 35 in the chart, did not file their claims and admittedly are still working in the Company. Their case, therefore, needs no adjudication.

Of the remaining 16, the services of seven persons fall short of two years and in consideration of all the facts and circumstances of the case and the general conduct of the Company, I am of the opinion that in their case the length of service was not sufficient to warrant the grant of gratuity and their claims must also fail. These are named as below:

- (1) Yusuf A. Alladin mentioned at No. (8) of chart (Ex. 16).
- (2) T. K. U. Krishnan mentioned at No. (9) of chart (Ex. 16).
- (3) S. H. Razvi mentioned at No. (18) of chart (Ex. 16).
- (4) S. D. Desai mentioned at No. (18) of chart (Ex. 16).
- (5) K. N. Krishnan mentioned at No. (19) of chart (Ex. 16).
- (6) B. G. Rajani mentioned at No. (31) of chart (Ex. 16).
- (7) N. U. Usmansaheb mentioned at No. (34) of chart (Ex. 16).

I may add in this connection that Shri Dighe, the learned Counsel for the Staff Union, in the course of his arguments relied only on those cases in which at least two year's service was put in for the purpose of gratuity and this factor has also weighed with me.

This brings me to the determination of the question of gratuity in the case of remaining 9 persons and their cases will be dealt with individually on an accepted principle, in the matter of unemployment relief in the form of gratuity, that they will be allowed one month's basic salary only for each completed year of service.

Now judged on this principle:

- (1) Shri G. V. Naik, mentioned at No. (1) in the chart (Ex. 16), placed on the record and duly verified by the Resident Secretary of the Company, put in 5 years 10 months service and as such is entitled to 5 months basic salary.
- (2) Shri B. K. Virani, mentioned at No. (5) in the chart (Ex. 16), according to the chart served 3 years and as such will be entitled to 3 months basic salary.
- (3) Shri R. K. Pillay, mentioned at No. (11) in the chart (Ex. 16), put in 2 years 9 months service and will be entitled to 2 months basic salary.
- (4) Shri I. A. Mirza, mentioned at No. (12) in the chart (Ex. 16), served for 2 years and 4 months and will be entitled to two months basic salary.
- (5) Shri S. M. Kotian, mentioned at No. (14) in the chart (Ex. 16), joined the Bank's service in 1943 and put in 6 years and 3 months service having left on 31st January 1950 and is entitled to six months salary.
- (6) Shri S. I. Merchant, mentioned at No. (15) in the chart (Ex. 16), put in 2 years and 7 months service and as such will be entitled to 2 months basic salary.
- (7) Shri Habib Thaver, mentioned at No. (17) in the chart (Ex. 16), will also be entitled to 2 months salary having put in 2 years and 9 months service.
- (8) Shri N. D. Souza, mentioned at No. (24) in the chart (Ex. 16), served the Company for 2 years and 5 months and will thus be entitled for 2 months salary.
- (9) Shri H. J. Peerbhoy, mentioned at No. (33) in the chart (Ex. 16), served the Company for 6 years and 9 months and is thus entitled to 6 months salary.

But in view of the fact that the claim preferred on behalf of the employees was for only four months salary:

- (1) Shri G. V. Naik,
- (2) Shri S. M. Kotian, and
- (3) Shri H. J. Peerbhoy,

cannot be allowed any benefit beyond the relief prayed for with the result that the period in their case for the purpose of gratuity relief stands reduced to four months instead of 5 or 6 months respectively.

The net result is that the 9 (nine) persons mentioned above out of 35 referred to in this reference are allowed gratuity to the extent specified against their names and the claims of others are disallowed. The Employer Company is directed to pay off the amount in accordance with their basic salary noted in the chart (Ex. 16) or in the salary register of the Company within one month from the date that the award becomes operative for the period given against their respective names subject to the maximum of four months salary.

AN AWARD IS, THEREFORE, PASSED IN TERMS OF THE ABOVE FINDINGS,
THIS THE 10TH DAY OF MARCH 1951.

K. S. CAMPBELL-PURI,

Chairman,

Central Government Industrial Tribunal,
Calcutta.

[No. LR.90(39).]

New Delhi, the 27th March 1951

S.R.O. 452.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following awards of the Industrial Tribunal, Calcutta, in the matter of the complaints under Section 33-A of the said Act:—

AWARD I

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA
6, ESPLANADE EAST, CALCUTTA-1.

BEFORE SHRI K. S. CAMPBELL-PURI, B.A., LL.B., CHAIRMAN

REFERENCE NO. 167 OF 1950

BHARAT BANK LTD.

In the matter of an Application under Section 33-A of the Industrial Disputes Act (as amended), dated 28th October 1950 by the General Secretary, Bharat Bank Employees Union, Delhi, in respect of Shri B. S. Mehra.

PARTIES

General Secretary, Bharat Bank Employees Union, Katra Shahenshahi, Chandni Chowk, Delhi.

AND

Bharat Bank Ltd., 6, Daryaganj, Delhi.

APPEARANCES

Shri H. L. Parvana, President, Bharat Bank Employees Union, Delhi for
Shri B. S. Mehra.

Shri R. N. Rastogi, Superintendent, for the Bank.

AWARD

By Notification No. LR.2(273), dated 21st February 1950, the Central Government referred to this Tribunal for adjudication the industrial disputes that had arisen after 13th June 1949 or were apprehended between the employees of the Banks specified in Schedule I of the said Notification and their employers in respect of matters specified in Schedule II thereof. The said adjudication was still in progress and the cases emanated from Delhi State had already been heard at Delhi. This complaint was preferred by the General Secretary, Bharat Bank Employees Union, Delhi, on behalf of Shri B. S. Mehra, under Section 33-A of the Industrial Disputes Act, 1947 (as amended), and it was alleged *inter alia* that the employer Bharat Bank Ltd. had terminated the services of Shri B. S. Mehra on the 3rd October 1950 without obtaining the express permission of the Tribunal and had thus violated the provisions of Section 33 of the Act. The facts as disclosed from the history of the case which was filed with the application briefly are that Shri B. S. Mehra joined the Bank on the 28th March 1945 at Rs. 150 per mensem and he had been getting due increments regularly. He also got some special increments and was promoted to the post of Junior Relieving Officer and worked in this capacity as Accountant, Sub-Accountant and Assistant Accountant.

In view of the fact that Delhi State Bank Disputes Award had not yet been submitted to the Ministry of Labour by the date this application was received, notice was issued to the other side and on the completion of the pleadings, the case came up for hearing at Ambala Cantt. on the 18th November 1950 in the course of the hearing of cases emanated from the State of Punjab.

Shri H. L. Parvana, President, Bharat Bank Employees Union, Delhi, arguing on behalf of the applicant contended that since the discharge was illegal by reason of the provisions of Section 33 having been contravened, the discharged applicant be reinstated. The Bank representative, however, raised the preliminary objection that the applicant did not satisfy the definition of workman as contemplated under the Act and by virtue of his office he was an officer. On merits it was also submitted that the record of service of the applicant was found unsatisfactory and charge sheet was served upon him and he was given an opportunity to explain as evidenced from letter No. 11943, dated 7th October 1949. It was maintained that the services of the applicant were terminated on administrative ground and under the rules of the Bank permission under Section 33 was not necessary. Shri Rastogi, however, admitted that in the order of discharge it was only stated that Shri Mehra had become surplus to the requirements of the Bank and no mention was made to the charges levelled against him. Shri Parvana, in reply, controverted the argument and averred that under the provisions of Section 33 of the amended Act, prior permission of the Tribunal was a condition precedent for discharge or dismissal of any employee and that the Bank had flagrantly violated the provisions of Section 33 of the Act. In reply to the preliminary objection it was argued that

the duties entrusted to Shri Mehra were not of directional or controlling nature and as such the subject could not be excluded from the definition of workman.

A similar application in respect of one Shri M. N. Johar was also preferred through Bharat Bank Employees Union and the same was also heard along with this application at Ambala Cantt. but yet another application in respect of one Rup Chand was also received wherein notice was to be issued and consequently it was thought that all these applications preferred after the hearing of Delhi State Bank cases will be disposed of together. The case of Rup Chand, however, took some time for completion of pleadings and these two cases accordingly escaped my notice on account of the extensive tour in the States of Bombay, Madhya Pradesh and Madras. At long last when Shri Rup Chand's case came up for hearing on my return from South India tour, all these applications were put up for adjudication.

Now the preliminary objection *viz.* that Shri Mehra does not satisfy the definition of workman shall have to be over-ruled in the light of the Delhi State Bank Disputes award wherein an Accountant has been held to be a workman as contemplated under Section 2(s) of the Industrial Disputes Act.

On merits, suffice it to say that the reason assigned under the order of discharge, namely, 'that Shri B. S. Mehra had become surplus to the requirements runs contrary to the plea now raised that his work was found unsatisfactory and he was charge sheeted sometime earlier for his negligence. He might have been charge sheeted on certain account but the matter must have set at rest long ago.

The only point accordingly for determination is as to whether in these circumstances the express permission of the Tribunal was necessary or not. In view of the amended Act which came in force in May 1950, no change in the condition of service much less discharge or dismissal from service could be made without obtaining the express permission of the Tribunal, and as such I have no alternative but to come to the conclusion that the order of discharge was bad in law and must be set aside. In the result I would allow the reinstatement of Shri B. S. Mehra and direct the Bank to take him back in the service within one month from the date when the award becomes operative. I would further direct that Shri Mehra will be entitled to the salary plus all allowances permissible under law for three months only prior to his reinstatement. Awarded accordingly.

CALCUTTA;

5th March 1951.

K. S. CAMPBELL-PURI, Chairman,

Central Government Industrial Tribunal, Calcutta.

AWARD II

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

6 ESPLANADE EAST, CALCUTTA-1.

Before Shri K. S. Campbell-Puri, B.A., LL.B., Chairman.

Reference No. 32 of 1950

BHARAT BANK LTD.

In the matter of an Application under Section 33-A of the Industrial Disputes Act (as amended) dated 21st October 1950 by the General Secretary, Bharat Bank Employees Union, Delhi, in respect of Shri M. N. Johar.

PARTIES.

General Secretary, Bharat Bank Employees Union, Katra Shahenshahi, Chandni Chowk, Delhi.

AND

Bharat Bank Ltd., 6, Daryaganj, Delhi.

APPEARANCES:

Shri H. L. Parvana, President, Bharat Bank Employees Union, Delhi for Shri M. N. Johar.

Shri R. N. Rastogi, Superintendent, for the Bank.

AWARD

By Notification No. L.R.2(273), dated 21st February 1950, the Central Government referred to this Tribunal for adjudication the industrial disputes that had arisen after 13th June 1949 or were apprehended between the employees of the Banks specified in Schedule I of the said Notification and their employers in respect of matters specified in Schedule II thereof. The said adjudication was pending and the cases emanated from Delhi State had already been heard at Delhi. This

complaint was preferred by the General Secretary, Bharat Bank Employees Union, Delhi, on behalf of Shri M. N. Johar, under Section 33-A of the Industrial Disputes Act (as amended) and it was alleged *inter alia* that the employer Bharat Bank Ltd. had terminated the services of Shri M. N. Johar on the 19th September 1950 without obtaining the express permission of the Tribunal and had thus violated the provisions of Section 33 of the Act.

The facts as disclosed from the application briefly are that Shri M. N. Johar joined the service on the 10th May 1943 in the capacity of an Assistant in Audit Department on an initial salary of Rs. 115 and was promoted to the post of Accountant, Audit Department, Head Office, and his salary was raised to Rs. 140. He worked as Accountant in various places and at the time of the termination of his services he was drawing a basic salary of Rs. 200, when his services were terminated on the 19th September 1950 on the plea that he had become surplus to the requirements of the Bank without obtaining the express permission of the Tribunal under Section 33 (as amended) of the Act.

In view of the fact that Delhi State Bank Disputes award had not yet been submitted to the Ministry of Labour by the date this application was received, notice was issued to the other side and on the completion of the pleadings, the case came up for hearing at Ambala Cantt., on the 18th November 1950 in the course of the hearing of cases emanated from the State of Punjab.

Shri H. L. Parvana, President, Bharat Bank Employees Union, Delhi, arguing on behalf of the applicant contended that since the discharge was illegal by reason of the provisions of Section 33 having been contravened, the discharged applicant be reinstated. The Bank representative, however, raised the preliminary objection that the applicant did not satisfy the definition of workman as contemplated under the Act and by virtue of his office he was an officer. On merits, Shri Rastogi stated that Shri Johar had become surplus to the requirements and his work was also unsatisfactory because he was found negligent in the discharge of his duties and caused loss to the Bank when he was at Chandni Chowk Branch (Delhi). Shri Rastogi, however, admitted that he was not charge-sheeted nor was called upon to submit his explanation and that his case was under investigation by the Police.

Shri Parvana in reply urged that it was not correct to say that he had become surplus and furthermore he could not be presumed to have committed any offence so long he has not been convicted in a Court of law. It was also stressed that the two pleas advanced by the Bank representative were contradictory and no mention was made in the order of discharge in regard to the Police investigation.

A similar application in respect of Shri B. S. Mehra was also preferred through Bharat Bank Employees Union and the same was also heard along with this application at Ambala Cantt., but yet another application in respect of one Shri Rup Chand was also received wherein notice was to be issued and consequently it was thought that all these applications preferred after the hearing of Delhi State Bank Disputes will be disposed of together. The case of Rup Chand, however, took some time for completion of pleadings and these two cases accordingly escaped my notice on account of the extensive tour in the States of Bombay, Madhya Pradesh and Madras. At long last when Shri Rup Chand's case came up for hearing on my return from South India tour, all these applications were put up for adjudication.

Now the preliminary objection *viz.* Shri Johar does not satisfy the definition of workman shall have to be over-ruled in the light of the Delhi State Bank Disputes award wherein an Accountant has been held to be a workman as contemplated under Section 2(s) of the Industrial Disputes Act.

On merits, suffice it to say that the reason assigned under the order of discharge, namely, 'that Shri M. N. Johar had become surplus to the requirements runs contrary to the plea now raised that his work was found unsatisfactory.'

The only point accordingly for determination is as to whether in these circumstances the express permission of the Tribunal was necessary or not. In view of the amended Act which came in force in May 1950, no change in the condition of service much less discharge or dismissal from service could be made without obtaining the express permission of the Tribunal; and as such I have no alternative but to come to the conclusion that the order of discharge was bad in law and must be set aside. In the result I would allow the reinstatement of Shri M. N. Johar and direct the Bank to take him back in the service within one month from the date when the award becomes operative. I would further direct that Shri Johar will

be entitled to the salary plus all allowances permissible under law for three months only prior to his reinstatement. Awarded accordingly.

CALCUTTA:

K. S. CAMPBELL-PURI, Chairman.

5th March 1951.

Central Government Industrial Tribunal, Calcutta.

AWARD III

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

6 ESPLANADE EAST, CALCUTTA-1.

Before Shri K. S. Campbell-Puri, B.A.L.L.B. Chairman

Reference No. 32 of 1950.

EHARAT BANK LTD.

In the matter of an Application under Section 33-A of the Industrial Disputes Act (as amended) dated 4th November 1950 by the General Secretary, Bharat Bank Employees Union, Delhi, in respect of Shri Rup Chand.

PARTIES:

General Secretary, Bharat Bank Employees Union, Katra Shahenshahi, Chandni Chowk, Delhi.

AND

Bharat Bank Ltd., 6, Daryaganj, Delhi.

APPEARANCES:

Neither side was present.

AWARD

This is an application under Section 33-A of the Industrial Disputes Act, 1947 (as amended) preferred by the General Secretary, Bharat Bank Employees Union, Delhi. The petition was received at Ambala Camp by post on 4th November 1950 and it was alleged *inter alia* that the services of Shri Rup Chand were terminated by the Bank on the 9th September 1950 without having obtained the prior permission of the Tribunal as contemplated under Section 33 of the Industrial Disputes Act. In view of the fact that the Delhi State Bank Disputes Award was not yet submitted to the Ministry of Labour, notice was issued to the other side for written reply and on the completion of pleadings, the case came up for final hearing on the 27th February 1951 at Calcutta. Both sides have, however, failed to appear and it was communicated that the parties have entered into a compromise in respect of the above captioned case. The Chief Accountant, on behalf of the Bharat Bank has communicated in his letter, dated 24th February 1951, that the parties have come to settlement and the application be deemed to have been withdrawn. The President, Bharat Bank Employees Union, Delhi, has stated in his letter No. IT/51/921, dated 26th February 1951, that Shri Rup Chand has been reinstated by the Bharat Bank and the application be dropped.

In the light of the above communications the application needs no adjudication and shall be deemed to have been disposed of in the terms of the settlement arrived at between the parties. Awarded accordingly.

CALCUTTA:

K. S. CAMPBELL-PURI, Chairman,

5th March, 1951.

Central Government Industrial Tribunal, Calcutta.

[No. LR.90(102).]

N. C. KUPPU SWAMI, Under Secy.

New Delhi, the 20th March 1951

S.R.O. 453.—In exercise of the powers conferred by sub-section (1) of section 4 of the Indian Mines Act, 1923 (IV of 1923), the Central Government hereby appoints the following Officers as Inspectors of Mines subordinate to the Chief Inspector of Mines:—

Name

Designation

Shri Gurbachan Singh Marwaha	...	Junior Inspector of Mines.
Dr. P. Ganguly	...	Junior Labour Inspector.
Dr. A. S. Rehli	...	Junior Labour Inspector.
Dr. B. Sen Gupta	...	Junior Labour Inspector.
Dr. (Mrs.) Usha Chatterjee	...	Junior Labour Inspector.
Dr. D. C. Bhattacharya	...	Junior Labour Inspector.
Dr. V. Vijayaraghavelu	...	Junior Labour Inspector.

S.R.O. 454.—The following draft of an amendment to the Mines Creche Rules, 1946, which it is proposed to make in exercise of the powers conferred by clause (bb) of section 30 of the Indian Mines Act, 1923 (IV of 1923), is published, as required by sub-section (1) of Section 31 of the said Act for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 1st July 1951.

Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

Draft Amendment

In the said Rules, to clause (a) of rule 3, the following provisos shall be added, namely:—

“Provided that where the competent authority is of the opinion that the situation, nature and extent of the workings or other places where women are employed are such as to render compliance with the provisions of this Rule not reasonably practicable, the competent authority may by order in writing exempt any owner of a mine from the provisions of this rule for such period as may be specified in the order.

Provided further that where an exemption is granted under this Rule, the competent authority may require a suitable room or rooms with an attendant and other necessary equipments to be provided and maintained at or near any working place or part of the mine.”

[No. M.41(22)50]

CORRIGENDA

New Delhi, the 20th March 1951

S.R.O. 455.—In the notification of the Government of India in the Ministry of Labour No. LW-22(1)/49, dated the 3rd November 1949, published on pages 1565-1566 of Part I Section 1 of the Gazette of India dated the 12th November 1949, the following corrections shall be made:—

For the “Statement of Accounts, 1948-49” the following Statement of Accounts shall be substituted, namely:—

Statement of Accounts, 1948-49

Receipts—

		Ra.	a.	p.
Opening balance as on the 1st April 1948	..	17,96,017	11	6
Money received during 1948-49 under section 2 of the Act	..	11,70,671	2	0
TOTAL	..	29,75,688	13	6

Expenditure—

In Bihar	..	1,01,010	6	8
In Madras	..	14,722	12	11
TOTAL	..	1,15,733	3	2
Closing balance as on the 31st March 1949	..	28,59,955	10	4

[No. LW-53(5)/49.]

S.R.O. 456.—In the notification of the Government of India in the Ministry of Labour No. S.R.O. 728 dated the 28th September 1950 published on pages 729-732

of Part II Section 3 of the Gazette of India dated the 7th October 1950, the following corrections shall be made:—

For the 'Statement of Accounts 1949-50', the following Statement of Accounts shall be substituted, namely:—

Statement of Accounts 1949-50							
Receipts—				Expenditure			
	Rs.	a.	p.		Rs.	a.	p.
Opeing balance on the 1st April 1949,	28,59,955	10	4	Expenditure during the year 1949-50:—			
				Bihar	1,70,296	1	7
				Madras.	91,589	4	5
Receipts during the year 1949-50.	18,09,108	1	0	Closing balance on the 31st March 1950.	42,07,178	5	4
TOTAL	44,69,063	11	4	TOTAL	44,69,063	11	4

[No. M-33(1)/50.]

New Delhi, the 21st March 1951

S.R.O. 457.—In exercise of the powers conferred by section 30 of the Indian Mines Act, 1923 (IV of 1923), the Central Government hereby makes the following amendment to the Mines Creche Rules, 1946, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

Rule 1 of the said Rules shall be renumbered as sub-rule (1) of that rule and after sub-rule (1) as so renumbered the following sub-rule shall be inserted namely:—

"(2) They extend to the whole of India except Part B States".

[No. M-41(7)50(I).]

S.R.O. 458.—In exercise of the powers conferred by section 30 of the Indian Mines Act, 1923 (IV of 1923), the Central Government hereby makes the following amendment to the Coal Mines Pithead Bath Rules, 1946, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

For sub-rule (2) of rule 1 of the said Rules, the following sub-rule shall be substituted, namely:—

"(2) They extend to the whole of India except Part B States."

[No. M-41(7)50(II).]

P. N. SHARMA, Under Secy.

New Delhi, the 20th March 1951

S.R.O. 459.—In exercise of the powers conferred by sub-section (5) of section 1 read with section 24 of the Payment of Wages Act, 1936 (IV of 1936), the Central Government hereby extends with effect from the 15th June 1951 the provisions of the said Act, except sub-section (4) of section 8 thereof, to the payment of wages to all classes of persons employed in mines, other than coal-mines, to which the Indian Mines Act, 1923 (IV of 1923), applies, three months' notice of its intention of so doing having been given as required by the said sub-section (5) of section 1.

[No. Fac.52(8).]

New Delhi, the 27th March 1951

S.R.O. 460.—In exercise of the powers conferred by Section 7 of the Coal Mines Provident Fund and Bonus Schemes Act, 1948 (XLVI of 1948), the Central Government hereby directs that the following further amendments shall be made in the Coal Mines Bonus Scheme published with the notification of the Govern-

ment of India in the Ministry of Labour, No. PF-16(1)/48, dated the 3rd July 1948, namely:—

In the said Scheme:—

(a) After sub-paragraph 4 of paragraph 8, the following sub-paragraph shall be inserted, namely:—

“(4A) The Tribunal may, pending decision of the appeal, direct that the order of payment of the bonus shall be stayed”.

(b) To sub-paragraph (2) of paragraph 9, the following proviso shall be added, namely:—

“Provided that where an employer has made an application under sub-paragraph 2 of paragraph 8, the bonus shall be paid within a period of thirty days from the date of decision on the application, if the decision is that the strike was legal, or, where an appeal is filed against that decision under sub-paragraph (4) of that paragraph, within such period as the appellate authority may direct or in the absence of any such direction, within ten days of the dismissal of the appeal”.

[No. PF-16/51.]

S.R.O. 461.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to publish the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the Banking companies and their employees in the State of Madhya Pradesh:

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA.
6 ESPLANADE EAST, CALCUTTA-1

Before Shri K. S. Cambell-Puri, B.A., LL.B., Chairman.

AWARD

BANK DISPUTES AT MADHYA PRADESH AND MADHYA BHARAT

Under Notification No. LR-2(273), dated the 21st February 1950, the Central Government referred to this Tribunal for adjudication the industrial disputes that had arisen after 13th June 1949 or were apprehended between the employees of the Banks specified in Schedule I of the said Notification and their Employers, in respect of matters specified in Schedule II thereof.

Notices were issued to the Banks—

- (1) directing them to give due publicity to the Notification among their employees;
- (2) directing the employees to file Statements of claim in the office of the Tribunal by 15th March 1950 and to furnish copies thereof to the employers on the same day;
- (3) directing the Banks to file their written statements within ten days thereof, with copy to the employees; and
- (4) directing the Banks to report for record to this Tribunal as to the manner in which due intimation had been given to the employees.

Notices were also issued to the Bank Employees' Unions to file their statements of claim.

Statements of claims were received from the employees of different Banks—from Head Offices as well as branch offices—and also from the Unions. Written statements were duly filed by Banks concerned.

The pleadings having been completed, it was ordered by the Tribunal that the hearing of all West Bengal cases (and a few from outside) should commence in Calcutta from 6th June 1950; and as to the cases in the other States, it was decided that the hearings would be held at or near the places from which the complaints emanated.

The hearing of disputes emanating from the States of Madhya Pradesh and Madhya Bharat started at NAGPUR on the 16th January 1951, in Assembly Members New Rest House, Nagpur and continued until 20th January 1951 from day to day. The representatives of Central Bank of India Ltd., Allahabad Bank Ltd., Punjab National Bank Ltd., United Commercial Bank Ltd., Bharat Bank Ltd.,

Lux Bank Ltd., New Citizen Bank of India Ltd., Safe Bank Ltd.; as well as the Joint Secretary, Bharat Bank Employees Union, Akola and the authorised representative of the Safe Bank Employees Union, Nagpur and others attended the proceedings. Some individual cases were also heard and the applicants present in person addressed the Tribunal.

This award covers cases of complaints of employees of States of Madhya Pradesh and Madhya Bharat and will be dealt with Bank-wise as mentioned in the Cause List for the cases heard at Nagpur.

Reference No. 2 of 1950

CENTRAL BANK OF INDIA LTD.

APPEARANCES: Sir E. J. Patel, Agent, Jamshedpur Branch, for the Bank.

Sashi Sekhar Sahani.—His case as disclosed from his application is that he was working as a Godown-keeper but his services were terminated on account of change having taken place in the Cashiership of the Bank. He moved the Agent, Jamshedpur Branch, under whom he was working to reconsider his case whereupon he was absorbed in the Accounts Department; but subsequently he was discharged on one month's notice without any justification.

Shri Sahani did not turn up and the case was heard *in absentia* and the Bank representative Shri Patel while explaining the position in regard to the termination of Shri Sahani's services submitted that the new Head Cashier was not prepared to take the responsibility of Shri Sahani and his services were therefore terminated; but he was given a chance to work in the Accounts Section. He, however, was found incapable of doing the work as he had no experience in that Branch. He was still allowed to continue for some time to pick up the work but he himself pleaded his inability to continue in the Accounts Section and asked for reversion to his previous job. Shri Patel further stated that in view of the fact that his previous job could not be made available to him, the Bank was constrained to discharge him; and in this connection the prior permission in writing of the All India Industrial Tribunal (Bank Disputes) was duly obtained. The Bank representative maintained that in view of the previous sanction already granted by the All India Industrial Tribunal (Bank Disputes), the application was not entertainable by this Tribunal. A copy of the order of the All India Industrial Tribunal (Bank Disputes), Bombay, dated 7th August 1950 in the matter of an application dated, 8th June 1950 under Section 33 of the Industrial Disputes Act was placed on the record in support of the plea. The operative portion of the order reads as follows:

"He pleaded poverty and wanted the bank to allow him three months' more time to learn the work and discipline of the office, but the bank was not prepared to allow him to continue any more because he had not proved himself useful during the probationary period of six months in the accounts department and there was no vacancy under the cashier for a godown keeper.

In the circumstances, we grant the permission applied for."

Now in the light of the above finding, the matter needs no adjudication and the claim fails. The same is dismissed.

Reference No. 17 of 1950

ALLAHABAD BANK LTD.

APPEARANCES: Shri V. K. Sanghi, Advocate, for Shri Chamanlal. Shri Sita Charan Dubey, Counsel, for the Bank.

Chamanlal, Head Cashier.—This case was heard in the first instance at Calcutta by my learned predecessor and Shri Chamanlal, the complainant, was examined as his own witness. The Tribunal however was not able to arrive at any reasonable conclusion and the case was placed in the list of Madhya Pradesh cases for hearing at Nagpur. The same has come up for final adjudication in the course of the Bank Disputes emanating from Madhya Pradesh and both sides were called upon to state their case as well as to produce evidence in support of their respective pleas. Shri Sanghi, the learned Counsel for Chamanlal, placed his reliance on the statement of Chamanlal already recorded at Calcutta and did not deem it necessary to put him in the witness box once again. He, however, produced some more documentary evidence and examined some of the Bank employees in rebuttal having availed the opportunity given to him on his application for that evidence. The other side also produced documentary evidence and the facts as gathered from the evidence of both sides put briefly are as follows:

Shri Chamanlal who was an old employee of the Bank was working as Assistant Cashier in 1949 when it so happened that on 3rd April 1949 one Shri G. S. Misra came at about 2-30 P.M. to deposit a certain amount in order to retire a Railway Receipt. The Bill Clerk, refused to deposit the amount as the day's work had already closed by that time; but as Shri Misra showed some anxiety to deposit the amount, the Sub Agent asked Shri Chamanlal to take hold of the money and, the Bill Clerk was further asked to prepare the voucher for the following working day i.e. Monday, and to deliver the R/R to Shri Misra. The money accordingly was deposited with Shri Chamanlal along with the voucher. This amount consisted of seven currency notes of Rs. 10/- denomination and four currency notes of Rs. 10/- denomination but as the amount payable was only Rs. 739/2/6 the remaining amount was to be returned to Shri Misra. It was further alleged that as no change was available at that time Shri Chamanlal, the Head Cashier, sent a Peon with a note of Rs. 10/- to bring change from outside in order to meet the needful; but the Peon took some time and ultimately Shri Misra was alleged to have paid As. -/2/6 to the Head Cashier and got Re. 1/- and the transaction was completed.

It was contended on behalf of Shri Chamanlal that no money was deposited with him by Shri Misra and the same was taken by the Sub Agent, who must have kept the same in his safe box as the money could not go into the strong room which had already been closed. Reference was made to his deposition wherein he stated as under:

"I remember nothing of the incident which is alleged to have taken place on 23rd April 1949. It is not correct that I knew everything of what happened on that day. It is not correct that I told the Bank that the money was in my hands on that day. I did write a letter on 4th February 1950 to the G. M. at Calcutta."

Shri Sanghi arguing on behalf of Chamanlal further reiterated the story as laid down in the application of Shri Chamanlal and urged that the amount which was paid by Shri Misra must have been deposited with the Sub Agent and that no voucher was prepared. It was also argued that the Bill clerk had made an entry in regard to the receipt of the money and that entry initially was made on 23rd and subsequently the date was changed from 23rd to 25th April 1949. It was accordingly stressed that the money deposited by Shri Misra on 23rd April after the close of the day must have disappeared or lost on account of the negligence of the Sub Agent. The learned Counsel proceeded that Shri Chamanlal worked only for a short time on Monday and left for Nagpur Branch and was only called upon on 14th June 1950 and as such it was the Sub Agent, who when found himself landed in trouble, attributed the fault to Shri Chamanlal. It was finally urged that the dismissal was not justified in the circumstances mentioned above and fault if any lay with the Sub Agent who was in-charge of the Iron Safe.

The Bank representative Shri Dubey in reply referred to the antecedents of Shri Chamanlal and stated that this employee was once charged for attempting to withdraw money in his own name by passing a bogus cheque when he was at Patna and on enquiry was found guilty; but he was only transferred from Patna to Nagpur and no drastic action was taken against him. Coming to the facts of the case, the Bank representative explained that on 23rd April 1949, Shri G. S. Misra who wanted to take delivery of an R/R came to the Bank between 2 and 3 P.M. and asked for the collection of the R/R on payment of the amount. The Bill Clerk initially refused because it was Saturday and the Bank had already closed. Shri Misra, however, insisted for having the R/R in order to enable him to get delivery because a fortnight had already passed and he was anxious not to incur further denurriage. The Sub Agent who heard this talk between the Bill Clerk and Shri Misra came over at the counter and in view of the persistent request of Shri Misra, he agreed to make some arrangement for the deposit of the money. The Bill clerk was asked to prepare a voucher which was duly made and was delivered to Shri Misra to take it to Head Cashier and to make over the money to him. The amount actually due was Rs. 737/2/6 plus Rs. 2/- as the Bank's commission. Shri Misra had no change with him and the amount of Rs. 740/- which was made over consisted of seven 100 rupee denomination notes and four notes of ten rupee denomination. In order to meet the needful it was suggested that if Shri Misra had As. -/2/6, the head cashier could give him Re 1/- back and furthermore in order to have change for one Rs. 10/- note one Badri Prosad, Jemadar, was sent to bring change from outside. It was further alleged on behalf of the Bank that the strong room had not yet closed by that time and the Head Cashier who collected the money from Shri Misra must have put that in his own box and the same box may have been placed in the strong room. As no voucher was forthcoming on Monday the 25th, no notice was taken by the Bill Clerk with regard to that amount which was deposited by Shri Misra

on Saturday and it was only at the time when the Bank was informed by Messrs. Conwest & Co. Ltd., Bombay, to whom the money was to be sent after the delivery of the R/R that this matter came to light and an enquiry was immediately ensued. The matter was reported to the Head Office and all concerned were examined in the course of the enquiry, including Shri Misra, the Bill Clerk and Badri Prosad. Reliance was placed on the previous statements made on the enquiry (Exhibits 3, 4, 5 and 6) and the Bank further placed its reliance on the statements of the Bill Clerk dated 15th June 1949 and 20th June 1949 respectively (copies of which were placed on the record—Exhibits 8 and 9). Reliance was also placed on the first statement of Shri Chamanlal wherein he had refused to give any direct information. He was again called upon to disclose the facts and then sent a reply dated, 15th June 1949 (Ex. 2). After this procedure having been gone into, report was sent to office and a regular charge sheet was given to Shri Chamanlal, dated 8th July 1949 (Ex. F). He, however, refused to take over the charge sheet and instead made a representation to the General Manager, a copy of which was produced (Ex. 10), dated 16th July 1949. He was ultimately dismissed from service on the 18th January 1950 whereupon he made another representation, dated 4th February 1950 to the General Manager wherein he admitted that he did count the money and submitted to the Sub Agent.

Shri Dubey, after narrating the facts argued that the employee was duly charge sheeted and was given an opportunity for explanation but he refused to take over the charge sheet and instead made a representation to the General Manager wherein he had admitted that he had handled the money but only counted it and as such it was idle to urge on his behalf that he did not at all remember what had happened on 23rd as stated by him in his application. It was next argued that the Head Cashier did not claim Re. 1 which he gave to Shri Misra in order to deposit the exact amount in time and in case the money had been made over to the Sub Agent by the Head Cashier as alleged by Shri Chamanlal, it could not have been Rs. 739 but minus Rs. 10 which was already given to Badri Prosad for change and in the absence of any allegation that Rs. 10 was not given to jemadar Badri Prosad out of the amount tendered by Shri Misra but from the Head Cashier's own pocket it would follow that the amount remained with the Head Cashier. Finally, it was urged by Shri Dubey that Chamanlal had made a clumsy attempt to take advantage of the change in the entry from 23rd to 25th and thereby foisted the guilt on the Sub Agent but as borne out by his own statement and the other independent evidence he has failed in that and as all rules under which his case was to be treated have been followed by the Bank the complaint of Shri Chamanlal should be thrown out.

Shri Sanghi in reply reiterated his arguments already made and only added that in case the strong room as alleged by the Bank representative had not closed and the money was received the same must have been deposited in the strong room and should not have remained with Chamanlal. It was also urged that as no voucher was forthcoming it could be safely inferred that the money did not go to the strong room but was retained by the Sub Agent who was in possession of an iron safe while the Head Cashier has had no other box but the one which is always kept in the strong room.

Notwithstanding of the usual attempt of parties concerned to magnify the facts in order to suit their own pleas, this is crystal clear that the money was deposited by Shri Misra and the Railway Receipt was retired by the Bank people. Now, according to the procedure explained in the statements of witnesses as well as admitted by both sides in the course of their arguments, the Railway Receipt could not possibly have been retired to Shri Misra until and unless some voucher was prepared because that voucher must again be signed by the consignee of the Railway Receipt, namely, Shri Misra. Shri Misra has also deposed in this respect that a voucher was prepared by the Bill Clerk and he was directed to deposit the money with the Head Cashier and he did go to the Head Cashier with the money as well as the voucher given to him by the Bill Clerk. The actual words stated by Shri Misra in his deposition in this connection are as follows:

"I insisted and explained him further that the goods have been lying for so many days liable to demurrage and that he had received a letter from Bombay and he liked to get the R/R without any further loss of time. The gentleman on the counter told me to approach the Sub Agent. I then went to the Sub Agent and explained the matter to him. The Sub Agent agreed and asked the Bill Clerk as well as the Head Cashier to accommodate me with the direction that the voucher be prepared for the following day and the R/R be given to me. I thereupon paid the amount to the Head Cashier along with the voucher which was

given to me by the Bill Clerk. The cashier counted the money which consisted of seven 100 currency note and four of 10 rupee denomination; but as Rs. 739/2/6 was to be deposited the remaining amount was to be returned to me . . . ”

Shri Misra to all intents and purposes is an independent man and is not shown to have been inimical towards Shri Chamanlal and there is no room for doubt that he was perjuring himself in order to entangle him. He has furthermore stated in his deposition that “I did not bring that voucher from the Head Cashier but the same was shown by the Head Cashier to the Bill Clerk who delivered the R/R to me after having my signature on the back of the voucher”. This part of his statement more or less clinches the matter so far the preparation of the voucher and the retiring of the R/R are concerned. The point for determination accordingly boils down to this as to whether the money remained with the Sub Agent or Shri Chamanlal and the voucher remained with the Head Cashier or the Bill Clerk. Now the pica of Shri Chamanlal exactly is that the money must have been kept by the Sub Agent in his iron safe and that no voucher was prepared because the day's work had closed and everything was to be done on the 25th, Monday, the following working day. While the case of the Bank is that the voucher was prepared and the R/R could not have been delivered to Shri Misra without having his signatures on the voucher and the signatures could not have been taken if the vouchers had not been prepared and that the money and voucher both remained with the Head Cashier.

In view of the fact that the claim was filed by Shri Chamanlal the initial onus lay upon him to dislodge himself from the verdict of guilty given by the Bank authority in their enquiry into the matter of having misappropriated the amount and the consequent dismissal from service; but according to the fundamental principles of criminal law and natural justice that every man is to be presumed to be innocent in a Court of law until and unless the guilt has been established against him beyond reasonable doubt, if the onus be placed upon the Bank, still the same, to my mind, has been amply discharged by the sworn testimony of the Sub-Agent, Shri Misra, Badri Prosad peon and the Bill Clerk who prepared the voucher. Besides the direct evidence adduced in the case the statement of Shri Chamanlal himself leads to the irresistible conclusion that he was not coming in Court with clean hands. The incident occurred in the last week of April and the matter was taken up on 14th June 1949 say after about two months and it does not stand to reason that Shri Chamanlal should have forgotten everything about the incident as he stated in his first explanation dated 15th June 1949 (Ex. B) which is reproduced as under:

Ex. B: The Manager,

Nagpur 15-6-49.

Allahabad Bank Ltd.,

City Office, Nagpur.

I have received your letter of 14th June 1949. Regarding the amount alleged to have deposited by G. S Misra as a pretty long time has passed, I cannot actually now recollect as to where the money had been kept. I also asked S. L. Mahajani about the money, but he also could not recollect it.

On 25th April 1949, I worked in the office for some time and thereafter I proceeded to Nagpur Branch with the cash. On perusal of the Cash Book it appears that I came back from the Branch after all the work was finished.

The money received in late hours to be deposited the following day is sometimes kept with the Cashier and sometimes in your safe.

It appears from your letter that the money was received after the cash was closed and Badri Prosad too says that the money was received after the cash was closed, so it is more possible that the money was kept in your safe. Since you have taken over charge, on several occasions, such amounts have been kept with you.

The details of notes given by you are also wrong, as it does not come to Rs. 737-2-6

Your Wellwisher,
Sd/- Chamanlal.”

The words in paragraph 4 of the statement viz. “it is more possible that the money was kept in your safe; since you have taken over charge, on several occasions, such amounts have been kept with you” and similarly the words used in the first paragraph, viz. “I cannot actually now recollect as to where the money had been kept” are not without significance and manifestly go to show that Shri Chamanlal was not giving the whole truth. He did not deny that the money was not deposited; he also made a reference to Badri prosad, Peon, but he has

only stated that it was possible that the money may have been with the Sub Agent. In the face of this first reply it is futile to urge by his Counsel that the money was definitely kept with the Sub Agent in his iron safe and Shri Chamanlal did not receive the money from Shri Misra. As observed above the Railway Receipt could not be retired unless the voucher was prepared and in all possibility the voucher remained with Shri Chamanlal and he did not act upon that on Monday, the 25th and must have destroyed it by this time. The absence of the voucher loses all its significance and rather goes to show that Shri Chamanlal in order to screen his guilt had destroyed the valuable evidence. There is yet another circumstance which goes strongly against Chamanlal as urged by Shri Dubey *viz.* that a note of Rs. 10 was given to Badriprosad by Shri Chamanlal as deposited by Badriprosad and as such it was not possible that the whole amount should have been received by the Sub Agent as alleged by Shri Chamanlal; in the absence of any evidence that Shri Chamanlal had given Rs. 10/- note over and above the remaining amount which remained with him when he sent Badriprosad for a change of Rs. 10/-. It is also note worthy that one rupee was paid by Shri Chamanlal to Shri Misra as alleged by Shri Misra on receipt of As.-/2/6 in order to adjust the account and in case the money had been put in the iron safe of Sub Agent it was not possible for Shri Chamanlal to have paid Re. 1/- from his pocket to Shri Misra. They say that circumstances sometimes speak more than the facts and in this case all these circumstances go to a long way to condemn the man who some how or other did not work for a longer period on Monday and went to Nagpur Branch and fell victim to the temptation of misappropriating the amount which was deposited with him on Saturday, the 23rd after close of the Bank work under circumstances described above.

I am conscious that the Sub Agent and the Bill Clerk who were also concerned persons and had played their part in getting the money deposited at late hour should also have enquired about the completion of that transaction on Monday and their silence atleast shows their negligence. Shri N. G. Bhat, the Sub Agent, in his deposition in this respect has stated that the Railway Receipt was retired on the assurance of Shri Chamanlal that he had received the money and on the following day, *viz.* on Monday, he became so busy that he did not think of enquiring into the matter as to whether the voucher was placed on the proper file and the entry was made in the register inasmuch as he could not have any idea that the Head Cashier could possibly misappropriate the amount which was deposited with him in the presence of the Bank employees and Shri Misra. It is possible that the Sub Agent in his business did not look into the matter but I am not relieved of the conduct of the Bill Clerk who had retired the Railway Receipt as it was his duty to see that the voucher was brought back to him. In this respect he has stated in his deposition that in ordinary course the voucher and the Bill would go to the Draft Clerk but on that day it was made to the Head Cashier. He has further stated that he made a note no doubt on the 23rd and the same was changed to 25th April the same day as the voucher was for Monday, the 25th and in ordinary course the entry should have been made on Monday, on the next date of the receipt of the voucher but he was transferred from Nagpur on the 25th. In the light of this statement it is just possible that he may not have thought of the voucher of the 23rd till 26th but any negligence on his part also cannot exonerate the real culprit with whom the money was deposited on the 23rd and was not put in the treasury on the 25th as required by him. His conduct in retaining the money accordingly amounts to misappropriation and the money must have been converted to his use with the result that the element of dishonesty was sufficiently established. It is strange that the Bank authority did not lodge any report in the police and the matter was not taken to Court of law and a cognizable offence has thus been not pursued in the proper manner. But I am not concerned with that at this stage and the point for determination for me is as to whether the Bank was justified in terminating the services of Shri Chamanlal on a point of misconduct.

For all the reasons given above I am satisfied that Shri Chamanlal had a hand in this misappropriation and the Bank was amply justified in dispensing with his services. The only other question to be considered is with regard to the forfeiture of his Provident Fund. In this respect in the absence of any conviction having been recorded against the employee by the Criminal Court I think the Bank cannot withhold his own share deposited with the Bank to his credit. I would therefore disallow the claim for reinstatement and incidentally direct the Bank to release the payment of Chamanlal's own contribution towards the Provident Fund within one month from the date when the award becomes operative.

Reference No. 20 of 1950.

PUNJAB NATIONAL BANK LTD.

APPEARANCES: Shri Frem Chand Maniksa Deolasi in person.

Shri B. R. Bahl, Manager, Kingsway, Nagpur Branch, for the Bank.

Premchand Maniksa Deolasi.—He joined the Bank's service in November 1948 as an Assistant Cashier; and was confirmed in Bank's service from 1st January 1949. In March 1950 he applied for one day's leave on account of some urgent business but was directed to approach the Cashier contractor. It so happened that the Cashier Contractor was out of station and he handed over the application to the Munim of the Cashier contractor and informed the Bank official also to that effect. On the following day when he attended the Bank, the Bank official was not prepared to take him on duty and served him with a notice of suspension on the alleged ground that he had absented from duty. On repeated request, however, he was taken on duty but after some days was asked to tender written apology which was made much against his wishes. It was on the 1st May 1950 when he applied for leave for 5 days on account of *Namkaran Vidhi* of his son and his leave application was forwarded to the Cashier Contractor. As he had to leave the station soon after, he approached the Bank official who granted him leave verbally and he left the station. It so transpired that in the course of this leave his father became seriously ill and the applicant had to ask for 3 days extension. He accordingly sent a wire from Karanja, his home place and prayed for the extension of leave. On the expiry of the period, however, when he returned to join his duty he was directed to see the Cashier Contractor before taking up his duty. He accordingly went to the Cashier Contractor who told him that his services were no longer required and his services were dispensed with. Notwithstanding of this information he continued to attend the Bank daily but the Bank was not prepared to give him any duty; and in the circumstances given above he was thrown out of employment. The applicant wants his reinstatement.

The Bank representative in reply submitted that the applicant was an employee of the nominee of the Cashier contractor and was appointed as an Assistant Cashier by his letter of 23rd November 1948 (Ex. 1). It was further argued that under the terms of the agreement between the Bank and the contractor cashier dated 8th December 1944 (para 16), the substitute of any one of the employees i.e. his nominee was to be appointed by the Cashier contractor and the Bank was not responsible for his service. On merits Shri Bahl stated that the petitioner had absented from duty in March 1950 without obtaining the previous sanction, but was allowed to continue on his apology. He, however, again in May 1950 absented himself without submitting any regular application to the Contractor cashier or to the Bank and left the station and the Contractor Cashier informed the Accountant of the Bank that Shri Deolasi should not be allowed to work in the Bank and some days after he advised the Accountant that the services of his nominee, Shri Deolasi, were terminated and the letter of responsibility was withdrawn in his case by the Cashier Contractor. Shri Bahl concluded that the applicant, was the nominee of the Contractor Cashier and the latter was not prepared to take up the responsibility and terminated his services and the Bank was helpless.

In reply Shri Deolasi relied upon the All India Industrial Tribunal (Bank Disputes) award para 136 at page 61 and referred to the concluding lines wherein it was held that the Tribunal had full jurisdiction over the nominees of contractor cashier. It was further maintained that so far his leave was concerned, the same was granted and this fact could be ratified from the Bank's record. It was further stressed that no notice was served upon him nor any opportunity to explain was given, and the order of dismissal was untenable.

Now the Bank representative has pleaded their helplessness and have taken up the position as if the Bank had nothing to do with the employee and the applicant was the servant of the Head Cashier only. But in view of the dictum laid down by the All India Industrial Tribunal (Bank Disputes) that the employees of the Cash Department are as much the employees of the Bank, the security of service of the employees of the Cash Department cannot be so lightly treated. He was not chargesheeted, nor any opportunity was given to him to explain his conduct and as such he was denied the basic right of an employee which has always been insisted upon by the Courts of law. In the result I would direct the Bank to take him back in the service and absorb him somewhere if he cannot be allowed to work in the Cash Department within one month from the date when the award becomes effective. I, however, would not allow him any emoluments for the intervening period for the reason that it has been the Bank's practice to treat its employees of the Cash Department as nominees of the Head Cashier and the Bank acted under that notion.

Reference No. 21 of 1950.

UNITED COMMERCIAL BANK LTD.

APPEARANCES: Shri V. B. Belkhode in person.

Shri Y. B. Ghaisas in person.

Shri Gouri Shankar Seth, Officer on Special Duty, for the Bank.

(1) *V. B. Belkhode*.—The applicant joined the Bank's service on 15th September 1946 and served at Amraoti Branch as Cashier and subsequently as Supervisor of the Nagpur Branch. His services, were however, terminated from 20th August 1949 without assigning any reason. Shri Belkhode further alleged that he made a representation to the Head Office for reinstatement but he was informed that the Head Office was not in a position to reconsider the decision in regard to the termination of his services. It was stressed that he was not aware as to what mistake he had committed or done any thing which could bring about his discharge and consequently he had to move the Tribunal for his reinstatement. He asked for filing written arguments and as he was not represented by any Employees Union or by any Counsel, he was allowed to do so.

The Bank representative in reply submitted that the applicant had been working as Cashier first at Amraoti and then at Nagpur Branch as Supervisor. He, however, sent a letter to the Bank authorities dated 4th April 1948 (Ex. 1) wherein he said that due to the illness of his wife he was unable to defray the expenses and wanted refund of the security. He also asked for his transfer from Amraoti to Nagpur as well as from Cash to Accounts Department, as he could not remain in the Cash Department on the withdrawal of his security. The Bank representative argued that on the receipt of this letter the Bank could very well take it as his resignation and could accept it but the Bank in the interest of the subject refunded him the security amount and transferred him from Amraoti to Nagpur as prayed by him as Supervisor and also put him in the Accounts Section in order to retain his services provided he was capable of doing the job in the Accounts Section. The Manager at Nagpur was however, not satisfied with the work of Shri Belkhode and reported against him as evidenced from the copy of the report placed on the record (Ex. 2). On the report of the Manager and under the instructions of the head office his services were terminated from the 20th August 1949 as per communication dated 19th August 1949 (Ex. 3). Shri Seth, further explained that although he was only informed that his services were terminated under the instructions of the head office. In point of fact it was a case of deferred acceptance of his previous resignation of 4th April 1948 already referred to above.

Now the original resignation or its copy was not produced; and the record reveals that the so-called resignation was made on the 24th April 1948 while the services of the applicant were terminated on the 20th August 1949 i.e. after a period of more than a year. The position taken by the applicant was that no resignation was actually tendered and only a reference was made that in case the amount of security was not made available to him which was required for the treatment of his ailing wife, it would be difficult for him to continue in service. This plea was also urged by the applicant even on the receipt of the discharge order as explained in his letter dated 20th August 1949. In view of its importance, the same is reproduced as under:

To

The General Manager,
United Commercial Bank Ltd.,
Head Office, Calcutta.

Dear Sir,

I am informed by the Manager, Nagpur Branch, on the 10th instant that my services have been terminated under your instructions enclosing a Manager's cheque for Rs. 209-11-0 being the salary of only 19 days of August and one month's salary in advance.

I was shocked to receive such a letter all of a sudden from the Manager, Nagpur Branch.

It will not be out of place if I mention here that I have worked as Cashier cum Accountant at Amraoti Branch. My wife died last year and I was compelled to remain in Nagpur. In the prolonged sickness of my wife I had incurred heavy expenditure and to make it good I had to withdraw part of my security deposit from the Bank.

The Head Office at that time was kind enough to keep me in Nagpur and now after an year has gone harsh even to terminate my services when I do not remember to have committed any serious mistake or behaved in an insubordinate way with any of my superiors.

I shall therefore be obliged if you will kindly consider my case and take me back in the Bank's service.

Thanking you in anticipation.

NAGPUR;

20th August 1949.

Yours faithfully,

(Sd.) V. B. BELKHODE.

The Bank, however, was not prepared to reconsider his case and in the absence of any Charge Sheet or enquiry made into the conduct of the applicant, it appears that the report of the Agent embodied in Ex. 2 to the effect that his work was not quite satisfactory resulted in the termination of his services.

Under these circumstances it seems clear to me that his services were terminated unjustifiably without obtaining the prior permission of the Tribunal or even without giving him any opportunity to explain with regard to the unsatisfactory nature of his work. The plea of deferred resignation moreover is devoid of any substance as the matter had set at rest when he was appointed in the Accounts Section and the Bank could not take advantage of that document after a period of 15 months. In consideration of all these facts and circumstances, it is directed that he will be taken back in the service of the Bank within one month from the date when the award becomes operative and will also be paid his emoluments for six months only prior to the reinstatement. Ordered accordingly.

(2) Y. B. Ghaisa.—He joined the Bank's service in March 1945 and was promoted to Supervisor's grade in 1948. His services were terminated on the 19th August 1949 without assigning any reason and he was only informed that under the instructions of the Head Office his services were terminated.

The Bank representative in reply raised a preliminary objection that the applicant was an officer and did not satisfy the definition of workman.

In view of the character and the nature of work as well as the salary that he was drawing, I am of the opinion that this preliminary objection must fail. I have also held in the Delhi State Bank Disputes award that a Supervisor by the nature of his work cannot be excluded from the definition of workman and the finding applies in his case.

On merits, Shri Gouri Shankar Seth in reply did not dispute that Shri Ghaisa joined the Bank in 1945 and was promoted to Supervisor's grade in 1948 and his services as stated by him were terminated in August 1949 but it was argued that the applicant had not prayed in the application for his reinstatement and as such his case be not considered for some such relief. It was further urged that as a matter of fact at the time of the termination of his services he was amply compensated by payment of Provident Fund including the Bank's contribution as well as one month's salary in lieu of notice and has not suffered.

Now in view of the Bank's admission that the services of Shri Ghaisa, who was an old employee, were terminated abruptly in August 1949 without giving him a charge sheet or any opportunity for explanation, the point for determination is simple *viz.* as to whether the Bank was entitled to dispense with the services of an old employee in this manner. The Bank representative neither pleaded any justification for that nor cited any authority in support of that, and the only argument advanced on behalf of the Bank was that he had not specifically asked for reinstatement. I have looked into the application and find that he has not in clear words asked for reinstatement but the relief claimed is quite comprehensive as he has stated his whole case from which it can safely be inferred as he has now claimed in his arguments also that he wants reinstatement. The art of drafting and conveyancing petitions is of technical nature and these claims which are submitted sometimes very briefly and at times rather in argumentative form cannot be construed so strictly as Shri Seth has urged and the argument is accordingly repelled. In the result Shri Ghaisa's case succeeds and the Bank is directed to take him back into the service of the Bank within one month from the date when the award becomes operative and he will also be paid his emoluments for six months prior to that of his reinstatement.

Reference No. 30 of 1950.
BANK OF NAGPUR LTD.

An application was filed dated 16th March 1950 by the Chanda Branch staff (four signatories), relating to the revision of pay scales, dearness allowances,

leave, etc. on which my predecessor passed the following Diary Order on the 27th March 1950:

"27.3.50 No appearance on behalf of either party.

The statement of claim filed by certain employees refers to matters like pay, Dearness Allowance and other subjects which are being investigated by the other Banks' Tribunal in Bombay. There is, therefore, no valid claim before this Tribunal and no further orders are necessary.

(Sd.) F. JEEJEEBHOY,
Chairman."

The above order forms the part of the award.

Reference No. 32 of 1950
BHARAT BANK LTD.

APPEARANCES: Shri D. K. Deshpande, Joint Secretary, Bharat Bank Employees Union, Akola, for Akola Branch employees.

Shri R. N. Rastogi, Superintendent, for the Bank.

(1) *Closure of Akola Branch.*—This case relates to the closure of Akola Branch, whereby the services of several employees were abruptly terminated. Some of them mentioned in the application filed a claim to the effect that the closure of Akola Branch was not justified and sought protection under Section 33 and 23 of the Industrial Disputes Act and prayed for their reinstatement. Shri D. K. Deshpande, Joint Secretary, Bharat Bank Employees Union, Akola, made his appearance on behalf of the employees but he was not of much assistance in the elucidation of facts. The Bank representative, Shri Rastogi, was called upon to give details and he referred to the Bank's letter No. HO/EST/43, dated 24th April 1950, sent to this Tribunal relating to the closure of some of their branches and submitted that the closure of branches was the result of the advice given by the Reserve Bank of India embodied in Annexure to enclosure (A) filed with the aforesaid general letter. Reference was also made in particular to the closing paragraph of this document under the heading "Branch Organization" and it was urged that in pursuance of this policy Bharat Bank had to close several branches and Akola Branch in question was one of them. It was also stressed that the closure of branches including Akola Branch was in pursuance of certain policy in order to improve the earning capacity of the Bank and to retrieve their position in general.

On merits Shri Rastogi maintained that Akola was an uneconomic unit and showed a loss of Rs. 5,000 in March 1948 and to the extent of Rs. 4,000 in December 1949. The expenses of that branch were about twice as that of income of the branch as evidenced from the annexures filed with the general statement. Coming to the contention of the other side that the Bank had given undertaking to the All India Industrial Tribunal (Bank Disputes) not to close any branch or to retrench any employee during the proceedings of the Tribunal at Bombay, Shri Rastogi stated that the undertaking was a conditional one and was to be respected only during the hearing of the cases at Bombay. It was further emphasised that the Bank in that undertaking had also reserved the right of taking appropriate action in future as embodied in clause (f) of the undertaking and as such was justified in closing some of the branches on account of the conduct of the employees who walked out from the proceedings of the All India Industrial Tribunal (Bank Disputes). It was further argued that the Bank continued to pay the salaries of the employees till the close of the proceedings at Bombay and in the absence of any allegation of unfair labour practice, it was not a case of victimization. Finally, it was urged that the employees were paid one month's salary in lieu of notice and under the bye-laws of the Bank No. 11, no case was made out for any relief.

In reply to one of the pleas advanced on behalf of the employees in one of their statements placed on the record viz. that the Bank had opened within a short time a large number of branches all over the country and employed fairly large number of employees but subsequently all of a sudden closed a good number of branches; Shri Rastogi explained that the Bank was started in 1942 and during the war days when there was ample scope of banking business, the management had to open several branches and its working figure rose high to the tune of 33 crores and no less than the amount of Rs. 28 lakhs was shown as profit. But, on the cessation of hostilities there was a slump in the business and the condition of the market deteriorated, with the result that the Bank had to reconsider their position and was constrained to close some of their branches on the advice of the Reserve Bank of India to stabilise their business.

Now, the prior permission of the Tribunal for closure of Akola Branch was not obtained and attempt was made to show that the Bank was contemplating the closure of these branches much earlier and furthermore the undertaking given by the Bank was not binding upon the Bank when the hearing of Bank cases at Bombay before the All India Industrial Tribunal (Bank Disputes) had terminated. The argument to my mind is devoid of substance inasmuch as even under the old Act of 1947 no employee could be discharged without prior permission of the Tribunal except in the case of misconduct. But at this late stage and in consideration of the fact that the closure of the Branches had become necessary as borne out by the statistical figures given above by the Bank representative, I do not propose to take any action against the Bank for closing this branch without obtaining the prior permission and I feel hesitant also to direct the reinstatement of all the affected employees mentioned in the application because it would be difficult for the Bank to absorb the retrenched persons whose number is not small at such a late stage. The closure, moreover, cannot be called to have been the result of any unfair labour practice on the part of the Bank and was effected in order to retrieve the position of the Bank which had opened large number of branches in the flush of business but on the termination of the war had to close good many on account of the slump in the business. At any rate I do not think that the Bank can be absolved from its liability of awarding retrenchment relief to the persons who have suffered on account of their policy of closing branches including this branch. I therefore direct that:

- (1) Shri G. S. Bantwal, Accountant
- (2) Shri P. P. Malthankar, Clerk
- (3) Shri M. O. Dhaballa, Clerk
- (4) Shri D. K. Deshpande, Cashier
- (5) Shri R. H. Paliwal
- (6) Shri L. A. Dopey, Peon
- (7) Shri Pundalik Nanaji, Peon
- (8) Shri Bhagoo Singh, Watchman

will be entitled to half month's salary for each completed year of service plus all allowances admissible under the rules. This direction shall be carried out within one month from the date when this award becomes operative.

(2) *Closure of Amravati Branch.*—This claim was filed through one Shri T. D. Chaporkar, Representative of the Staff of Bharat Bank, Amravati, but he was not present and no representative of any employees Union came forward to represent the case. The case was accordingly heard *in absentia* under the provisions of Rule 19 of the Industrial Disputes (Central Rules) and Shri R. N. Rastogi, Bank representative, stated the facts. This is one of the similar cases of closure of branches by the Bharat Bank and the main argument advanced in this connection as stated in the closure of Akola Branch was that Amravati Branch also was an uneconomic unit and it became difficult for the Bank to continue the Branch at a running loss. In giving details Shri Rastogi explained, that it showed a loss of Rs. 34,000 within a period of about 4 years and the Bank could not afford to run the Branch at a continued loss. It was admitted, as the Bank representative did in the case of Akola Branch, that no prior permission of the Tribunal was obtained and the employees were paid one month's salary in lieu of notice as well as the Provident Fund including the Bank's contribution. Shri Rastogi further stated that no special retrenchment relief was given because they have been amply compensated. I have already held in the case of Akola Branch that it was incumbent upon the Bank to obtain the prior permission of the Tribunal before the closure and the same finding applies in this case also. Similarly, in view of the circumstances under which this branch was closed and in face of the difficulty that it would not be possible for the management to absorb all the employees once again, I have no mind to direct the reinstatement of the affected persons, *viz.*—

- (1) Shri J. D. Thakre, Accountant
- (2) Shri T. D. Chaporkar, Clerk.
- (3) Shri V. N. Ashtikar, Clerk.
- (4) Shri D. B. Angal, Treasurer-cum-working cashier.
- (5) Shri R. L. Chitale, Cashier.
- (6) Shri Jagoo Janoo, Peon.
- (7) Shri Gulab Surajbhan, Guard.
- (8) Shri Maroti Goma, Peon.

At ~~any~~ event I am of the opinion as held in the case of Akola Branch that the Bank could not absolve itself from the liability of paying retrenchment relief to the affected persons mentioned above who have filed their claims because it was to no fault of theirs that they have been thrown out of employment on the adoption of a certain policy which was the result of the acts of commission and omission of Bank. I would, therefore, direct that the abovementioned eight employees of Amravati Branch will be entitled to half month's salary for each completed year of service plus all allowances admissible under the rules and this direction will be carried out within one month from the date when the award becomes effective.

(3) *Application dated 15th March, 1950, filed by the President, Employees Association, Bharat Bank, Wardha.*—This application was filed by the President, Employees Association, Wardha, and relates to the revision of scales of pay, Dearness Allowance, etc. The President has not turned up and no other representative has come forward to represent the case. The case was accordingly heard in abstentia under the provisions of Rule 19 of the Industrial Disputes (Central Rules) and Shri Rastogi, the Bank representative, was requested to disclose the facts both ways.

Shri Rastogi at the outset stated that no copy of the statement of demands of the employees of Wardha branch was supplied to the Bank and as such he was not in a position to meet the case. He, however, submitted that scales of pay etc. have already been laid down by the All India Industrial Tribunal (Bank Disputes) and the benefits thereunder have already been given to the employees and as such new demands are not entertainable. It was also pointed out that the matter urged viz. revision of pay scales, etc. does not form a part of the items referred to the Tribunal under the Schedule annexed with the Notification of Reference and the Tribunal is not competent to take cognizance of the same.

In view of the fact that the list of demands of Wardha Branch was not supplied to the Bank, Shri Rastogi was shown the Tribunal's copy whereupon he reiterated the same arguments given above that the matter was not triable by this Court and the scales of pay have already been laid down by the All India Industrial Tribunal (Bank Disputes) which applies in the case of all the Banks. The Bank representative further averred that adjustment in the scales of pay according to the conditions laid down in All India Industrial Tribunal (Bank Disputes) award has already been made. In the light of this assurance it appears that the Employees Association has not chosen to press the claim and the same needs no adjudication and is filed.

(4) *V. N. Kulkarni.*—Shri Kulkarni is not present and in view of his letter dated 14th June 1950 purporting to have been sent by him, his case shall be deemed to have been withdrawn and the same is disallowed.

(5) *Demands of the staff of Bharat Bank Employees Union, Ujjain (Madhya Bharat).*—This application was filed by the Members of the Staff, Bharat Bank Employees Union, Ujjain, which relates to the matters specified in the Cause List viz. (1) Stoppage of annual increments, (2) Dearness Allowance, (3) Transfer of employees from one province to another and consequent difficulties, (4) Closure of branches, and (5) Low salary paid to the menials as compared with other Banks. The application purports to have been made by the Members of the staff but none of staff members is present nor any representative of any other Employees Union or Federation has come forward to represent their case. The case accordingly was gone into in abstentia with the assistance of the Bank representative.

The Bank had raised a preliminary objection in the written statement that the Industrial Disputes Act did not apply in the case of States which did not form the part of British India. Shri Rastogi, however, did not press this objection and only submitted that all these items do not form a part of the items referred to in the Schedule attached with the Notification of Reference and as such the Tribunal is not competent to take cognizance of these. It was further stated that the question of annual increment, Dearness Allowance, etc. have already been considered by the All India Industrial Tribunal (Bank Disputes), Bombay, and in terms of the award the employees have already been given the benefit of the award, and that so far the stoppage of annual increment was concerned the same has already been released.

This application was made before the publication of the All India Industrial Tribunal (Bank Disputes), Bombay, award and as the terms of the award have already been given effect to, it appears that the members of the Staff Union have not chosen to come forward to press their claim. The application accordingly needs no adjudication and is filed.

Reference No. 47 of 1950

LAXMI BANK LTD.

APPEARANCES: Shri S. K. Pateria in person.

Shri B. S. Aggarwal, Assistant Secretary, for the Bank.

S. K. Pateria.—He was appointed as a clerk in 1945 and continued to work as such until 26th January 1949. It was alleged that his work was always satisfactory and he worked under several officers and no one had made any complaint against him. Shri Pateria in support of these allegations produced copies of three certificates granted to him by the officers under whom he worked (Exs. A, B and C) and contended that as evidenced from these certificates his work until 14th March 1950 was satisfactory, and notwithstanding of that the Bank terminated his services without giving any charge sheet; or any opportunity to explain himself before the termination of his services.

Replying to the preliminary objection raised by the Bank that he did not satisfy the definition of workman and was an officer, it was argued that although he was promoted to the post of Sub-Accountant yet his work was of clerical nature and no change was brought in his previous work. He was moreover drawing Rs. 70 per mensem only much less than Rs. 500 and could not be dignified as an officer. It was further stressed that the contention of the Bank that his work was of supervisory nature was not correct inasmuch as his work was mainly of clerical nature and no directional or supervisory work was entrusted to him. In respect of the Power of Attorney, it was contended that although the Power of Attorney was given to him but in the first place it was a joint one with several others and furthermore he did not make any use of that Power of Attorney. It was emphasized that he was promoted to the post of Sub-Accountant only for one month before the date of his termination of service which would indicate that his termination was not due to unsatisfactory nature of work as alleged by the Bank but for some other reason. Reference was made to the report of Shri Chowdhury, Inspector of the Bank, and it was submitted that Shri Chowdhury had given remarks in his favour and the same can be looked into from the record of the Bank. Finally it was reiterated that in the absence of any charge sheet and opportunity for explanation, the Bank was not justified to terminate his services and he wanted reinstatement as he has not been re-employed anywhere. It was also submitted that no permission was obtained before the termination of his service and as such the Bank is liable for action under Section 23 of the Act.

The Bank representative in reply submitted that it was correct that Shri Pateria was employed as a clerk in 1945 and was promoted as Sub-Accountant in 1949. It was however argued that the allegation of the other side that he was not charge-sheeted or given any opportunity for explanation was incorrect. Reliance was placed on the writing dated the 7th January 1949 (Ex. 1) whereby Shri S. K. Pateria was called upon to explain as to why he was absent from office on the 24th December 1949 without permission and Ex. 2 with regard to his attempt to defraud the Bank with stamp for As. 8. It was further submitted that Shri Pateria after having been called upon to explain and in the light of his unsatisfactory explanation was suspended as evidenced from Ex. 5 and subsequently was discharged from service as borne out by Ex. 6 (Office Order No. 34 of 1950) with effect from the 1st December 1949. Reliance was also placed on a confidential report dated 4th January 1950 (Ex. 7) purporting to have been sent by Shri K. L. Galocha, Agent. The Bank representative concluded that after the suspension of the subject all papers containing his explanation were put up before the General Manager and in consideration of all facts and circumstances his services were terminated after giving him one month's salary in lieu of notice.

The sole question for determination in this case is as to whether Shri Pateria was given an opportunity to explain his conduct, however minor the nature of the charges levelled against him were. Shri Pateria in his claim as well as in the course of his arguments denied to have submitted any explanation and stated that he was not afforded any opportunity but the documentary evidence adduced in this connection proved beyond any manner of doubt that he was duly charge-sheeted and was called upon to explain his conduct and in pursuance of the charge he submitted his reply as borne out from Exhibits 3 and 4, dated 27th December 1949. The Bank representative also placed his reliance on two receipts (Exs. 9 and 10) whereby Shri Pateria had satisfied his claim in full and these two receipts dated 1st March 1950 purports to have been written in the hand of Shri Pateria and the concluding lines read as follows:

"I have no further claims about salary staff sec. etc. against the Bank whatsoever."

The word 'whatsoever', I need hardly add, is very significant and it appears that Shri Pateria satisfied his claim and still preferred this claim. The receipts (Exhibits 9 and 10) furnish a complete answer to the claim and the same must be disallowed.

Reference No. 32 of 1950.

NEW CITIZEN BANK OF INDIA LTD.

APPEARANCES: Shri M. G. Lule, Manager, Sitabuldi Branch, Nagpur, for the Bank.
None for the staff.

Applications of the Staff of Sitabuldi Branch and Itawari Branch (Nagpur) regarding revision of Scales of Pay, etc.

Two applications were filed on behalf of the staff of the Sitabuldi Branch and Itawari Branch (Nagpur), of the New Citizen Bank of India Ltd., wherein some demands regarding the revision of scales of pay etc. were made. None of the staff members however made his appearance nor any representative of the Employees Union came forward to represent their case. The application accordingly was heard *in absentia* under Rule 19 of the Industrial Disputes (Central Rules) and Shri Lule, the Bank representative, averred that since the All India Industrial Tribunal (Bank Disputes) has already laid down the scales of pay of all the Banks, this Bank (New Citizen Bank of India) which falls under the category of 'C' class Banks have already taken up the matter to give effect to the terms of the award from 12th February 1951 as required under the dictates of the award. Shri Lule also undertook on behalf of the Bank to give effect to the scales laid down in that award from the dates specified in that award. Under these circumstances no interference is called for and it appears that the staff people have realised the position and have not chosen to pursue the matter. The result is that the claim is filed and no adjudication is needed.

Reference No. 101 of 1950.

SAFE BANK LTD.

APPEARANCES: Shri B. L. Pandhirpande, authorised representative of the Employees Union for Shri N. G. Buttey.

Shri V. G. Hardas, Counsel, for the Bank.

N. G. Buttey.—He joined the Bank's service in March 1946 as a Cashier and since then he had been working in various capacities with the Bank but his services were terminated on the 12th April 1950 without assigning any reason. He was neither charge-sheeted nor afforded any opportunity to explain before the termination of his services. It was further alleged, as disclosed by the application, that the Bank employees had formed an Union and the applicant also joined the Union activities. It was asserted on his behalf that his services were terminated on account of his Trade Union activities.

The Bank representative in reply submitted that so far the facts are concerned, Shri Buttey joined the Bank's service in 1946 and was working as Cashier until 1950 when his services were terminated. It was however explained that his work was not found satisfactory and in this connection reference was made to a letter dated 23rd September 1949 (Ex. 1). It was further contended on the strength of Exhibit 1 that he was called upon to explain as to why he failed to attend the office regularly. Subsequently on another occasion Shri Buttey was again called upon to explain his conduct and he submitted his reply dated 7th October 1949 (Ex. 2) wherein he admitted his fault. On the same day i.e. on the 7th October 1949 he was given warning and he was asked to note that the same was a final warning. Reliance was also placed on the report of the Accountant in regard to the work of the applicant dated 16th January 1950 and 5th January 1950 and the Bank representative while referring to office orders No. 18 dated 5th November 1947, No. 29 dated 1st May 1948, No. 9 dated 16th December 1948, No. 28 dated 8th November 1948 (Exhibit Nos. 5, 6, 7 and 8 respectively) urged that Shri Buttey was found guilty on more than one occasions as evidenced from the office orders for neglect of duty and misconduct; and the Bank was justified in terminating his services. Reference in particular was made to the last order (Ex. 9) whereby his services were terminated and the reasons of discharge were explained. Lastly the Bank representative produced a copy of the Memorandum (Ex. 10) and urged that the subject was paid one month's salary in lieu of notice and in the absence of any Provident Fund scheme, no Provident Fund was to be paid to him.

In this case the management has taken their stand on some previous incidents and has sought to argue that the record of this employee was not good and he had been on more than one occasions warned for his irregular attendance in office as well as for having made some mistakes in the discharge of his duties. Copies of the warnings issued to him were brought on the record and it was pleaded that as Shri Buttey was found guilty on more than one occasions for misconduct and neglect of duty, the Bank was justified in terminating his services. On the perusal of this documentary evidence, however, it appears that all these instances relate to a period earlier than October 1949 while Shri Buttey was discharged from service on

the 11th April 1950. There is nothing on the record to show that before his services were terminated he was regularly charge-sheeted or any enquiry was made on the basis of his previous record or any new incident which might have prompted the management to dispense with his services, had occurred. It would have been a different matter if the applicant had been discharged soon after he had been called upon to explain his conduct but it appears that the Bank allowed him to continue in service despite certain charges levelled against him. This clearly leads to the only conclusion that no serious action was taken on the basis of those charges and the punishment awarded was one of fine or warning as evident from Exhibits 5, 6 and 7. I have, moreover, looked into these charges and find that the same relate mostly to indiscriminate use of office stationery and irregular attendance and several employees including Shri Buttey were found guilty of this bad practice. In the light of all these facts and circumstances it seems that the management had become sick of this man and did not like to retain him in service but I am afraid the procedure adopted was not the proper and legal one and in the absence of any specific charge sheet based on any fresh incident of misconduct on his part, the order of discharge was not warranted by the provisions of Industrial Disputes Act; and technically it is a fit case in which reinstatement of the subject be allowed. But Shri Buttey admittedly has already been re-employed in another Bank and in case the Bank be directed to take him back in the service it is just possible that it may not prove to his ultimate advantage. Shri Pandhirpande, who argued on his behalf, did not insist so far reinstatement was concerned and only stated, on a question put to him that the applicant had already been re-employed on a temporary basis. Consequently taking the broad view of the case that he was paid one month's salary in lieu of notice and has not asked for any more dues in his original application, I am constrained to hold that the application needs no adjudication for want of prayer for reinstatement and claim for any dues and the same is filed.

Now, therefore, this Tribunal makes its Award in terms aforesaid, this the 8th day of March 1951.

K. S. CAMPBELL-PURI, Chairman,
Central Government Industrial Tribunal, Calcutta.

[No. LR-90(HI) 1]
S. NEELAKANTAM, Dy. Secy.

— — —
New Delhi, the 31st March 1951

S.R.O. 462.—The following draft of certain further amendments to the Indian Dock Labourers Regulations, 1948, which it is proposed to make in exercise of the powers conferred by section 5 of the Indian Dock Labourers Act, 1934 (XIX of 1934), is published, as required by section 7 of the said Act, for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 1st July 1951.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendments

In the said Regulations—

1. In regulation 1—

(i) Clause (2) shall be renumbered as clause (3), and

(ii) after Clause (1) the following shall be inserted, namely:—

“(2) They extend to the whole of India except the State of Jammu and Kashmir”.

2. For the second paragraph of clause (c) of regulation 4, beginning with the words “An extract from the record” the following shall be substituted, namely:—

“An extract from the record including the orders of the Inspector together with any remarks he may wish to make or any defects found to

exist in such ship, premises, lifting machinery or gear that he may wish to bring to notice shall be sent to the owner, master, officer-in-charge or agents of the ship or the person in general management and control of the premises, or the person, who by himself, his agents, or his employees, carries on the process, as the case may be, in form 'IX'."

3. For regulation 6, the following shall be substituted, namely:

'6. *Responsibilities.*—(1) It shall be the duty of the person having the general management and control of a dock, wharf or quay, to comply with Regulations 7 to 11, 13, 14 and 63:

Provided that, if any other person has, by exclusive right to occupation of any part of the dock, wharf or quay, acquired the general management and control of such part, the duty in respect of such part shall devolve on such other person:

Provided further that, in case of work done on a ship not berthed alongside a dock, wharf or quay, it shall be the duty of the person who, by himself, his agents, or his employees, carries on the process, to comply with Regulation 10, unless he makes an agreement in writing with the owner, Master, officer-in-charge or agents of the ship that the latter will always keep the first aid equipment readily available on the ship, in which case it shall be the duty of the owner, Master, officer-in-charge or agents of the ship to comply with Regulation 10.

(2) It shall be the duty of the person, who, by himself, his agents, or his employees, carries on the process, to comply with Regulation 12."

4. In regulation 10,—

(i) for clause (1) the following shall be substituted, namely:—

"(i) A sufficient number of first aid boxes or cupboards of the standard set out in Schedule I, shall be provided at all places which are in frequent use for the processes, and these shall be at reasonable distances from one another."

(ii) In clause (4), after the words "in good order and" the words "each first-aid box or cupboard", shall be inserted.

(iii) after clause (4), the following clause shall be inserted, namely:—

"(5) A sufficient number of standard Army Pattern or "Furley" telescopic handle stretchers complete with slings and "Neil Robertson" or other suitably constructed sling stretchers or other similar appliances for raising injured persons from holds of ships shall be provided at convenient places so as to be readily available in an emergency."

5. In regulation 12,—

(i) in clause (1), the word "written" before the words "notice of the accident.....", shall be omitted.

(ii) for clause (3), the following shall be substituted, namely:—

"(3) All cases of dangerous occurrences involving collapse or failure of lifting machinery and breakages of ropes, chains or other appliances used in raising or lowering persons or goods, whether personal injury or disablement is caused or not, shall forthwith be reported to the Inspector in the manner prescribed in clause (1)."

(iii) after clause (3), the following shall be inserted, namely:—

"(4) The notice so given under clause (1) or clause (3) shall be confirmed within 48 hours of the occurrence by sending a written report to the Inspector in Form XII."

6. Headings to the following regulations shall be inserted as indicated below:—
Regulation 13.—"Washing facilities".

Regulation 24.—"Handling of dangerous or noxious goods".

7. In regulation 25, the word, "British" shall be omitted.

8. For Regulation 26, the following shall be substituted, namely:—

"26. *Competent persons.*—In this Part, except in Regulation 28, the expression "competent person" means an official of a workshop approved for any of the specified purposes in respect of testing, examination, annealing or certification of plant, lifting machinery or gear by the

Central Government or by an authority nominated by the Central Government in that behalf, and any other person who is recognised as a 'competent person' for the purposes of the national regulations in force in other countries for the implementation of the Protection against Accidents (Dockers) Convention (Revised), 1932, adopted by the International Labour Conference."

9. In regulation 27,—

- (i) in clause (2), after the words "shall be inserted" the words "by a responsible person" shall be inserted.
- (ii) in clause (3), after the word "examined" the words "by responsible person" shall be inserted.

10. In regulation 28, the following shall be added as a new paragraph at the end, namely:—

"For the purposes of 'thorough examination' of the gear carried on board a ship, the Master or the Chief Officer of the ship shall be deemed to be the 'competent person'."

11. In regulation 36,—

- (i) for the existing heading, the following shall be substituted, namely:—
Safe working lead for chain and wire rope slings,
- (ii) after the words "working lead for such chain or" the words "wire-rope" shall be inserted.

12. In regulation 39,—

- (i) the existing regulation shall be renumbered as clause (1) of that regulation; and
- (ii) after clause (1) as so numbered, the following shall be inserted, namely:—
- (2) The end of a wire rope used for hoisting or lowering shall be securely attached to the winding drum of the winch by means of a clamp or other suitable means".

13. In regulation 55,—

- (i) the existing regulation shall be numbered as clause (2) of that regulation; and
- (ii) the following shall be inserted as clause (1), namely:—
- (1) All hatch covers exceeding 125 lbs. in weight and all beams of any hatch in use shall be handled with the help of a winch or crane or other mechanical means."

14. In regulation 58, the following heading shall be inserted, namely:—
"Removal of fencing, safety appliances etc."

15. In regulation 63,—

- (i) between the words "the said Act" and "and regulations" the words and brackets "(Form X)" shall be inserted, and
- (ii) after the words "schedule II" the words and brackets "(Form XI)" shall be inserted.

16. In Schedule I,—

- (i) the first two paragraphs beginning with the words "At least two standard" and ending with "following standard:—" shall be omitted; and
- (ii) the following proviso shall be inserted at the end of the Schedule, namely:—

"Provided that, where an Inspector is of the opinion that, owing to the number of first-aid boxes or cupboards provided and the availability of extra facilities, such as well equipped ambulance room or dispensary, the standard prescribed in the above Schedule may be relaxed, he may, subject to the confirmation by the Central Government, issue a certificate in writing (which he may at his discretion revoke), specifying the extent to which the relaxation is given."

17. For existing Form IX the following shall be substituted, namely:—

Form IX

THE INDIAN DOCK LABOURERS REGULATIONS, 1948

Inspector's Notice on Inspection of Premises, Ship, Lifting machinery or gear

Inspector's Notice to the person having the general management and control

of the Premises, or the Owner, Master, Officer-in-Charge or Agents of the Ship, or the person, who, by himself, his agents, or his employees, carries on the process, as the case may be.

Name of premises, ship, lifting machinery or gear	Where situated/lying/used	Port of Registry of ship	Official Number (if any) of ship

Sir,

An inspection of the above-named premises/ship/lifting machinery/gear having been made on....., I have to inform you that the requirements mentioned below must be complied with within.....days of the receipt of this notice.

On hearing from you that the requirements have been complied with, the premises/ship/lifting machinery/gear will again be visited with a view to the inspection being completed.

No.....

Dated at.....

this.....day of.....19

Inspector under the
Indian Dock Labourers Act, 1934.

REQUIREMENTS

On compliance with all or any of the requirements, the Inspector should be informed, in the manner prescribed overleaf, of the date and place at which the Premises/Ship/Lifting Machinery/Gear can be re-inspected.

Sir,

The requirements notified by you have been effectively fulfilled. The premises/ship/lifting machinery/gear will be ready for inspection on the date and place named below:—

Date of Inspection	Place

Dated at.....

this.....day of.....19

Person having the general management and control of the premises/Owner, Master, Officer-in-Charge or Agents of the ship/Person who, by himself, his agents, or his employees, carries on the process,

To

The Inspector under the
Indian Dock Labourers Act 1934.

18. The following form shall be added as Form X, namely:—

Form X

ABSTRACT OF THE INDIAN DOCK LABOURERS' ACT, 1934
 (INDIA ACT No. XIX OF 1934)
 (See Regulation 63).

* * * * *

3. (1) The Central Government may, by notification in the Official Gazette, appoint such persons as it thinks fit, to be Inspectors for the purposes of this Act within such local limits as it may assign to them respectively.

(2) All Principal Officers of the Mercantile Marine Department shall be Inspectors under this Act, *ex-officio*, within the limits of their charges.

* * * * *

4. Subject to any rule made in this behalf under section 6, an Inspector may, within the local limits for which he is appointed—

- (a) enter, with such assistance (if any) as he thinks fit, any premises or ship where the processes are carried on;
- (b) make such examination of the premises or ship and the machinery and gear, fixed or loose, used for the processes, and of any prescribed registers and notices, and take on the spot or otherwise such evidence of any person as he may deem necessary for carrying out the purposes of this Act;

* * * * *

9. Any person who—

- (a) wilfully obstructs an Inspector in the exercise of any power under section 4, or fails to produce on demand by an Inspector any registers or other documents kept in pursuance of the regulations made under this Act, or any gear, fixed or loose, used for the processes, or conceals or prevents or attempts to prevent any person from appearing before, or being examined by, an Inspector, or
- (b) unless duly authorised, or in case of necessity, removes any fencing, gangway, gear, ladder, life-saving means or appliance, light, mark, stage or other thing required to be provided by or under the regulations made under this Act, or
- (c) having in case of necessity removed any such fencing, gangway, gear, ladder, life-saving means or appliance, light, mark, stage or other thing, omits to restore it at the end of the period for which its removal was necessary,

shall be punishable with fine which may extend to five hundred rupees.

* * * * *

10. (2) No prosecution for any offence under this Act or the regulations made thereunder, shall be instituted except by or with the previous sanction of an Inspector.

* * * * *

19. The following form shall be added as Form XI, namely:—

ABSTRACT OF THE INDIAN DOCK LABOURERS REGULATION 1948.

PART I

* * * * *

2. Definitions.

(g) "process" includes all work which is required for or is incidental to the loading or unloading of cargo or fuel into or from a ship and is done on board the ship or alongside it;

* * * * *

(m) "worker" means any person employed in the processes;

* * * * *

3. Powers of Inspectors.—(1) An Inspector may, with such assistance (if any) as he thinks fit,—

- (i) enter, inspect and examine at any time by day or night any premises or ship where the processes are carried on;
- (ii) make such examination of the premises or ship and the machinery and gear, fixed or loose, used in the processes as he may deem necessary for carrying out the purposes of the Act.

(iii) require the production of any registers, certificates, notices and documents required to be kept in pursuance of the Act and Regulations and inspect, examine and copy any of them;

(iv) examine and take on the spot or otherwise such evidence of any person as he may deem necessary.

(2) The person having the general management and control of the premises and the owner, master, Officer in charge or agents of the ship as the case may be shall furnish such means as may be required by an Inspector for entry, inspection, examination, inquiry, or otherwise for the exercise of his powers under the Act and Regulations in relation to that ship or premises.

4. *Duties of Inspectors.*—(a) An Inspector shall at each inspection of any premises or ship satisfy himself that the provisions made in the Act and Regulations are fully observed.

(b) An Inspector shall hold an enquiry into the causes of any accident which he has reason to believe was the result of the collapse or failure of lifting machinery or non-compliance with any of the provisions of the Act and Regulations.

(c) An Inspector shall ascertain at each inspection how far any defects disclosed at a previous inspection have been rectified and how far any orders previously issued by him have been complied with. His findings and any defects which may come to light during the current inspection, together with any orders passed by him under the Act or these Regulations shall be recorded in an Inspection Register maintained in accordance with clause (d) below.

An extract from the record including the orders of the Inspector together with any remarks he may wish to make or any defects found to exist in such ship, premises, lifting machinery or gear that he may wish to bring to notice shall be sent to the owner, master, officer in charge or agents of the ship or the person in general management and control of the premises, or the person who by himself, his agents or his employees carries on the process as the case may be, in form 'IX'.

(d) The Inspector shall keep and properly maintain a record of his inspections in a separate register specially maintained for the purpose.

5. *Penalties.*—Whoever being a person whose duty it is to comply with any of these Regulations commits a breach of such Regulations shall be punishable with fine which may extend, in the case of breach of Regulations 58, 59, and 61 to Rs. 200, and in any other case to Rs. 500, and when the breach is a continuing breach, with a further fine which may extend to twenty rupees for everyday after the first during which the breach continues.

PART II

* * * * *

7. *Fencing of working places and approaches.*—(1) Every regular approach over a dock, wharf or quay which workers have to use for going to or from a working place at which the processes are carried on and every such working place on shore shall be maintained with due regard to the safety of the workers.

(2) In particular, the following parts shall, as far as is practicable having regard to the traffic and working be securely fenced so that the height of the fence shall be in no place less than two feet six inches, and the fencing shall be maintained in good condition ready for use:—

(a) all breaks, dangerous corners, and other dangerous parts or edges of a dock, wharf, or quay,

(b) both sides of such footways over bridges, caissons, and dock gates as are in general use by workers and each side of the entrance at each end of such footway for a sufficient distance not exceeding five yards;

Provided that in the case of fences which were constructed before the date of promulgation of these regulations, it shall be sufficient if the height of the fence is in no place less than two feet three inches.

PART III

* * * * *

19. *Lighting for processes on ships.*—When the processes are being carried on—

(a) the places in the hold and on the decks where work is being carried on,

(b) the means of access provided in pursuance of regulations 16 and 17, and

(c) all parts of the ship to which workers may be required to proceed in the course of their employment, shall be efficiently lighted, due regard

being had to the safety of the ship and cargo of all workers and of navigation of other vessels and to the provisions of any law and of any rules, regulations, orders or bye-laws having the force of law.

* * * * *
PART IV
* * * * *

33. *Maintenance and production of register and certificates.*—The register, and the certificates attached to the register—

- (a) shall be kept on the premises unless some other place has been approved in writing by an Inspector;
- (b) shall be produced on demand before an Inspector; and
- (c) shall be retained for at least four years after the date of the last entry.

34. *Machinery etc., not to be brought into use until the necessary entries are made in the Register.*—No machinery, chain, rope or other gear in respect of which an entry is required to be made in the register in Form II, or in respect of which a certificate is required to be attached to such register, whether as an alternative to an entry in Form II or otherwise, or in respect of which a certificate is required to be prepared, shall be used unless and until the required entry has been made, or the required certificate has been so attached, or prepared as the case may be.

35. *Pulley blocks.*—No pulley block shall be used in hoisting or lowering unless the safe working load is clearly stamped upon it.

36. *Safe working load for chain and wire-rope slings.*—Means shall be provided to enable any person using a chain or wire rope sling to ascertain the safe working load for such chain or wire-rope sling under such conditions as it may be used. Such means shall consist:—

- (a) as regards chain slings, of marking the safe working load in plain figures or letters upon the sling or upon a table or ring of durable material attached securely thereto, and
- (b) as regards wire rope slings, of either the means specified in clause (a), or a notice or notices, so exhibited as to be easily read by any person concerned, stating the safe working loads for the various sizes of wire rope slings used.

37. *Maintenance of chains.*—Chains shall not be shortened by tying knots in them and suitable packing shall be provided to prevent the links coming into contact, with sharp edges of loads of hard material.

38. *Fencing of motors, etc.*—All motors, cogwheels, chain and friction gearing, shafting, live electric conductors and steam pipes shall (unless it can be shown that by their position and construction they are equally safe to every worker as they would be if securely fenced) be securely fenced so far as is practicable without impeding the safe working of the ship and without infringing any rules, regulations, orders or bye-laws, having the force of law.

39. *Precautions against accidental fall of loads.*—(1) Cranes and winches shall be provided with such means as will reduce to a minimum the risk of the accidental descent of a load while being raised or lowered; in particular, the lever controlling the link motion reversing gear of a crane or winch shall be provided with a suitable spring or other locking arrangement.

(2) The end of a wire rope used for hoisting or lowering shall be securely attached to the winding drum of the winch by means of a clamp or other suitable means.

40. *Fencing of and access to cranes.*—The driver's platform on every crane or trolley driven by mechanical power shall be securely fenced and shall be provided with safe means of access. In particular, where access is by a ladder—

- (a) the sides of the ladder shall extend to a reasonable distance beyond the platform or some other suitable handhold shall be provided;
- (b) the landing place on the platform shall be maintained free from obstruction;
- (c) in cases where the ladder is vertical and exceeds thirty feet in height, a resting place shall be provided approximately midway between the platform and the foot of the ladder.

41. *Safe working load for cranes, etc.*—Every crane and derrick shall have the safe working load plainly marked upon it and every shore crane if so constructed that the safe working load may be varied by the raising or lowering of the jib or otherwise, shall have attached to it an automatic indicator or safe working loads,

provided that in cases where the jib may be raised or lowered, provision on the crane or a table showing the safe working loads at the corresponding inclinations or radii of the jib shall be considered sufficient compliance.

42. *Steam.*—Adequate measures shall be taken to prevent exhaust steam from, and so far as is practicable live steam to, any crane or winch obscuring any part of the gangways, stages, wharf, or quay where any person is employed in the processes.

43. *Derricks.*—Appropriate measures shall be taken to prevent the foot of a derrick being accidentally lifted out of its socket or support.

PART V

44. *Responsibilities.*—It shall be the duty of every person who by himself, his agents, or employees carries on the processes, and of all agents, employees and workers employed by him the processes, to comply with Regulations 45 to 57.

Provided that, where the processes are carried on by a stevedore or other person other than the owner of the ship, it shall be the duty of the owner, master, or officer in charge of the ship to comply with Regulation 50 so far as it concerns—

- (1) any hatch not taken over by the said stevedore or other person for the purpose of the processes, and,
- (2) any hatch which, after having been taken over by the said stevedore or other person for the purpose of the processes—
- (i) has been reported by written notice in Form I to the owner, master or officer in charge of the ship, by or on behalf of the said stevedore or other person as being a hatch at which the processes have been completed or completed for the time being, and
- (ii) either has been left by the said stevedore or other person fenced or covered as required by Regulation 50 or has been taken into use by or on behalf of the owner of the ship, and in either case has been so reported by such written notice as aforesaid.

It shall be the duty of the owner, master or officer in charge of the ship to give immediately a written acknowledgment in Form I of such written notice as aforesaid.

45. *Escape from holds etc.*—Precautions shall be taken to facilitate the escape of the workers when employed in a hold or on, between decks in dealing with coal or other bulk cargo.

45-A. *Access to and from undecked vessels.*—When, in a vessel which is not decked, workers have to carry on the processes in a hold, the depth of which exceeds 5 feet, there shall be safe means of access to and from the hold for their use, and when a ladder is to be used in the hold, it shall be equipped at the top with hooks or other means for firmly securing it.

46. *Loading of lifting machinery.*—(1) No lifting machinery, chains or other lifting appliance shall be loaded beyond the safe working load;

Provided that a crane may be loaded beyond the safe working load in exceptional cases to such extent and subject to such conditions as may be approved by the engineer in charge or other competent person, if on each occasion—

- (a) the written permission of the owner or his responsible agent has been obtained, and
- (b) a record of the overload is kept:

Provided also that, where the load upon a single sheave pulley block is attached to the pulley block instead of to the chain or rope passing round the sheave, the load on the pulley block shall be deemed for the purpose of this regulation to be half the actual load.

(2) No load shall be left suspended from a crane, winch, or other machine unless there is a competent person actually in charge of the machine while the load is so left.

47. *Drivers of cranes, etc.*—No person under 18 years of age and no person who is not sufficiently competent and reliable shall be employed as driver of a crane or winch, whether driven by mechanical power or otherwise, or to give signals to a driver or to attend to cargo falls on winch-ends or winch-bodies.

48. *Passages to be kept clear.*—Where goods are placed on a wharf or quay,—

- (a) a clear passage leading to the means of access to the ship required by regulation 11 shall be maintained on the wharf or quay; and

(b) if any space is left along the edge of the wharf or quay, it shall be at least three feet wide and clear of all obstructions other than fixed structures, plant and appliances in use.

49. *Deck and cargo-stages*.—(1) No deck-stage or cargo-stage shall be used in the processes unless it is substantially and firmly constructed and adequately supported and, where necessary, securely fastened.

(2) No truck shall be used for carrying cargo between ship and shore on a stage so steep as to be unsafe.

(3) Any stage which is slippery shall be made safe by the use of sand or otherwise.

50. *Hatches not in use*.—(1) If any hatch of a hold accessible to any worker and exceeding five feet in depth, measured from the level of the deck in which the hatch is situated to the bottom of the hold, is not in use for the passage of goods, coal or other material, or for trimming, and the coamings are less than two feet six inches in height, such hatch shall either be fenced to a height of three feet or be securely covered and similar measures shall be taken, when necessary to protect all other openings in a deck which might be dangerous to the workers.

Provided that this requirement shall not apply (i) to vessels not exceeding 200 tons net registered tonnage which have only one hatchway, and (ii) to any vessel during meal times or other short interruptions of work during the period of employment.

(2) Hatch coverings shall not be used in the construction of deck or cargo stages, or for any other purpose which may expose them to damage.

(3) Hatch coverings shall be replaced on the hatches in the positions indicated by the markings made thereon in pursuance of regulation 21.

51. *Handling at intermediate decks*.—No cargo shall be loaded or unloaded by a fall or sling at any intermediate deck unless either the hatch at that deck is securely covered or a secure landing platform of a width not less than that of one section of hatch coverings has been placed across it:

Provided that this regulation shall not apply to any process of unloading the whole of which will be completed within a period of half an hour.

52. *Hooks for bales, etc.*.—When the working space in a hold is confined to the square of the hatch, hooks shall not be made fast in the bands or fastenings of bales of cotton, wool, cork, gunny bags or other similar goods, nor shall can hooks be used for raising or lowering a barrel when, owing to the construction or condition of the barrel or of the hooks, their use is likely to be unsafe.

Nothing in this regulation shall apply to breaking out or making up slings.

53. *Skeleton decks*.—When work is proceeding on any skeleton deck, adequate staging shall be provided unless the space beneath the deck is filled with cargo to within a distance of two feet of such deck.

54. *Stowing and unstowing*.—Where stacking, unstacking stowing or unstowing of cargo or handling in connection therewith cannot be safely carried out unaided reasonable measures to guard against accident shall be taken by shoring or otherwise.

55. *Hatches in use*.—(1) All hatch covers exceeding 125 lbs. in weight and all beams of any hatch in use shall be handled with the help of a winch or crane or other mechanical means.

(2) The beams of any hatch in use for the processes, shall, if not removed, be adequately secured to prevent their displacement.

* * * * *

57. *Transport of workers*.—When any worker has to proceed to or from a ship by water for the purpose of carrying on the processes, proper measures shall be taken to provide for his safe transport. Vessels used for this purpose shall be in charge of a competent person, shall not be over-crowded and shall be properly equipped for safe navigation and maintained in good condition.

PART VI

58. *Responsibilities*.—(1) No person shall, unless duly authorised or in case of any emergency remove or interfere with any fencing, gangway, gear, ladder, hatch, covering, life-saving means or appliances, lights, marks, stages or other things whatsoever required by these Regulations to be provided. If removed, such things shall be restored at the end of the period during which their removal was authorized or at the end of the emergency as the case may be by the persons last engaged in the work that necessitated such removal.

(2) The fencing required by regulation 7 shall not be removed except to the extent and for the period reasonably necessary for carrying on the work of the dock or ship, or for repairing any fencing. If removed, it shall be restored forthwith at the end of that period by the persons engaged in the work that necessitated its removal.

59. *Workers to use proper means of access.*—Every worker shall use the means of access provided in accordance with regulations 16, 17 and 18, and no person shall authorise or order another to use means of access other than those provided in accordance therewith.

60. *Persons not to go upon beams for adjusting gear.*—No person shall go upon the fore and aft beams or thwart-ship beams for the purpose of adjusting the gear for lifting them on and off nor shall any person authorise or order another to do so.

PART VII

61. *Employers' responsibility for machinery etc.*—No employer shall allow the use by workers of machinery or gear which does not comply with the regulations in Part IV.

62. *Employer's responsibility for safe access and lighting.*—If the persons whose duty it is to comply with regulations 16, 17 and 19 fail so to do, then it shall also be the duty of the employers of the workers for whose use the means of access and the lights are required, to comply with the said regulations within the shortest time reasonably practicable after such failure.

* * * * *

SCHEDULE II

MANNER OF TEST AND EXAMINATION BEFORE TAKING LIFTING MACHINERY AND GEAR INTO USE.

Regulations 27(1), 29(1) and 30(1).—(a) Every winch with the whole of the gear accessory thereto (including derricks, goose necks, eye plates, eye-bolts or other attachments) shall be tested with a proof load which shall exceed the safe working load as follows:—

Safe working load	Proof load
Up to 20 tons	25 per cent. in excess.
20—50 tons	5 tons in excess.
Over 50 tons	10 per cent. in excess.

The proof load shall be applied either (i) by hoisting movable weights or (ii) by means of a spring or hydraulic balance or similar appliance, with the derrick, at an angle to the horizontal which shall be stated in the certificate of the test. In the former case, after the movable weights have been hoisted, the derrick shall be swung as far as possible in both directions. In the latter case, the proof load shall be applied with the derrick swung as far as practicable first in one direction and then in the other.

(b) Every crane and other hoisting machine with its accessory gear shall be tested with a proof load which shall exceed the safe working load as follows:—

Safe working load	Proof load
Up to 20 tons	25 per cent. in excess.
20—25 tons	5 tons in excess.
Over 50 tons	10 per cent in excess.

The said proof load shall be hoisted and swung as far as possible in both directions. In the case of a jib-crane if the jib has a variable radius, it shall be tested with a proof load as defined above at the maximum and minimum radius of the jib. In the case of hydraulic cranes or hoists, where, owing to the limitation of pressure, it is impossible to hoist a load 25 per cent. in excess of the safe working load, it shall be sufficient to hoist the greatest possible load.

(c) Every article of loose gear (whether it is accessory to a machine or not) shall be tested with a proof load at least equal to that shown against the article in the following table:—

Article Gear	Proof load
Pitched chains used with hand operated Pulley Blocks and Rings, Hooks, Shackles or Swivels permanently attached thereto.	One and a half times the safe working load.
Other chains } Other Rings } Other Hooks } Other Shackles } Other Swivels }	Twice the safe working load.
Hand operated Pulley Blocks used with Pitched Chains and Rings, Hooks, Shackles or Swivels permanently attached thereto.	One and a half times the safe working load.
Other Pulley Blocks— Single Sheave Block } Multiple Sheave Block with safe working load up to and including 20 tons.	Four times the safe working load. Twice the safe working load.
Multiple Sheave Block with safe working load over 20 tons up to and including 40 tons.	Twenty tons in excess of the safe working load.
Multiple Sheave Block with the safe working load over 40 tons.	One and a half times the safe working load.

Provided that where an Inspector is of opinion that, owing to the size, design, construction, material or use of any such loose gear or class of such gear, any of the above requirements are not necessary for the protection of workers, he may by certificate in writing (which he may in his discretion revoke), and subject to confirmation by the Central Government exempt such gear or class of gear from such requirement, subject to such conditions as may be stated in the certificate.

(d) After being tested as aforesaid, all machines with the whole of the gear accessory thereto and all loose gear shall be examined, the sheaves and the pins of the pulley blocks being removed for the purpose, to see that no part is injured or permanently deformed by the test.

(e) In the case of wire rope, a sample shall be tested to destruction and the safe working load shall not exceed one fifth of the breaking load of the sample tested.

20. The following form shall be added as Form XII, namely:—

"Form XII

To be sent to
Inspector, Docks Safety
Address.....

REPORT OF ACCIDENT OR DANGEROUS OCCURRENCE

(Required by Regulation 12 of the Indian Dock Labourers Regulations, 1948 in pursuance of Section 5(1)(t) of the Indian Dock Labourers Act, 1934.)
(See Instructions overleaf)

1. Name of Employer.....
2. Address of employer.....
3. Ship, or other exact place where accident or dangerous occurrence happened.
4. Date and hour of accident or dangerous occurrence.

5. (1) Name and address of injured person

Sex.....Age.....Occupation.....

(2) Nature and extent of injuries (e.g. fatal, loss of finger, fracture of leg).

(3) By whom treatment was given.....

(4) Was injured person disabled for more than 48 hours.

6. Hour at which injured person started work.....

7. Cause of accident or dangerous occurrence.....

8. Accident:

(a) If caused by machinery, state:—

(i) Name of machine and part causing accident.

(ii) If moved by mechanical power at the time.

(b) State exactly what injured person was doing.....

9. Dangerous occurrence:

(a) Nature of collapse or failure of lifting machinery.

(b) Nature of breakage of rope, chain or other appliances.....

Signature

Date.....

(To be filled in by Inspector)

Port.....

Date of Receipt.....

Accident/Dangerous occurrence No.

Causation.

Sex.....

Remarks.....

INSTRUCTIONS

REPORTS OF ACCIDENTS AND DANGEROUS OCCURRENCES

(1) Whenever any accident occurs which either—

(a) causes loss of life to a worker, or

(b) causes such severe injury to a worker that there is no reasonable hope that he will be able to return to work within 48 hours, notice of the accident shall forthwith be sent by telegram, telephone or special messenger within four hours of the occurrence, to

(i) the relatives of the injured or deceased person;

(ii) the Inspector notified for this purpose; and

(iii) in the case of fatal accidents only,

(a) the officer-in-charge of the nearest Police Station, and

(b) the District Magistrate or if the District Magistrate by order so directs, the Sub-Divisional Magistrate:

Provided that a notice of any accident of which notice is sent in accordance with the requirements of the Explosives Act, 1884, or the Petroleum Act, 1934, need not be sent in accordance with the requirements of this regulation.

In cases of sub-clause (b) of clause (1) above, the injured person shall be given first-aid and thereafter immediately conveyed to a hospital or other place of treatment.

(2) Where any accident causing disablement is notified under this regulation and after notification thereof results in the death of the person disabled, notice in writing of the death shall be sent to the authorities mentioned in clause (1) immediately the death occurs.

(3) All cases of dangerous occurrences involving collapse or failure of lifting machinery and breakages of ropes, chains or other appliances used in raising or lowering persons or goods, whether personal injury or disablement is caused or not, shall forthwith be reported to the Inspector, in the manner prescribed in clause (1).

(4) The notice so given under clause (1) or clause (3) shall be confirmed within 48 hours of the occurrence by sending a written report to the Inspector in Form XII."

[No. Fac.38(28).]

S. NEELAKANTAM, Dy. Secy.

New Delhi, the 27th March, 1951

ORDER

S.R.O. 463.—Whereas an industrial dispute has arisen or is apprehended between the employers mentioned in Schedule I, annexed hereto and their workmen in respect, so far as the Central Government is aware, of the matters specified in Schedule II, hereto annexed;

And whereas the Central Government consider it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (I), of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to constitute an Industrial Tribunal of which Shri Sukhdeo Narain, a Retired Judge of the High Court of the erstwhile Jodhpur State, shall be the sole Member, and to refer to him the said dispute for adjudication.

SCHEDULE I

1. Messrs Hind Mica Limited.
2. Shri Daudayal Mohta.
3. Messrs Mewar Industrial and Commercial Syndicate Limited.
4. Messrs Rajasthan Mining Industries Limited.
5. Messrs Ram Lal and Sons.
6. Messrs Moolchand Nemichand.
7. S. Labh Singh Chimny.
8. Shri D. C. Chopra.
9. Messrs Jaycee Syndicate.
10. Shri Mayadass.
11. Shri Rameshwardass Sodhani.
12. Shri G. D. Somani.
13. Messrs Gulabchand Prakashchand.
14. Messrs Hariram Dina Nath.
15. Messrs Kanoria Company Limited.
16. Messrs Arya Industries Limited.
17. Thakur Bagh Singh.
18. Messrs Bijey Mica Mining Company Limited.
19. Shri Ram Niwas Machhar.

SCHEDULE II

1. Rates of wages and dearness allowance for workers, both skilled and unskilled, in the Mica Mines and the date or dates with effect from which these should be paid.

2. Rates of wages and dearness allowance for clerical staff and the date with effect from which these should be paid.
3. Rates of bonus to the workmen.
4. Rates of bonus for the staff.
5. Leave with pay admissible to the workmen.
6. Share of workers in the Joint Mica Mission Bonus as was paid to Mica Lessees in Mewar.

Note:—This list is not intended to be exhaustive.

[No. LR-2(304).]

S. NEELAKANTAM, Dy. Secy.

